

TERMS OF USE

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These Terms of Use ("Terms") govern your access to and use of the websites, platforms, and associated services (collectively, the "Services") provided by **Focus Geosolutions Inc.** including its commercial name "**Geomodels.net - Interactive Project Showcase**" ("Company", "Focus", "Geomodels", "we", "us", or "our").

1. ACCEPTANCE

By accessing our websites, platforms, or associated services, or viewing any 3D models hosted on our websites or platforms, you ("User" or "you") agree to these Terms of Use. If you do not agree, please do not use our Services.

NOTE: If your organization has entered into a separate [Master Services Agreement or Client Terms](#) with us, that agreement controls the commercial relationship. These Terms specifically govern your individual conduct and access to the platform.

2. ACCESS AND USE

The Services are provided to you free of charge for informational and viewing purposes only. You are granted a limited, non-exclusive, non-transferable, and revocable license to access the 3D viewer solely to view content authorized by our Clients.

You may view the Content via our web viewer. **You may not:**

- Reverse engineer, decompile, disassemble, or attempt to extract or derive the source code of the 3D viewer or underlying algorithms of the Services;
- Modify, translate, or create derivative works based on the Services;
- Use the Services for any competitive analysis or to build a competitive product;
- Scrape, copy, "rip", or download any 3D models, geological data, or spatial assets displayed on the viewer;
- Use the Services for any commercial purpose without a separate written agreement with us.

3. INTELLECTUAL PROPERTY

3.1. Platform Technology. You acknowledge and agree that the Services, including all rights, titles, and interests in the platform, the underlying code, 3D viewer engine, code, graphics, interfaces, and associated Intellectual Property Rights, are the exclusive property of the Company and its licensors. Nothing in these Terms grants you any ownership rights in our software.

3.2. Geological Data. The 3D models, geological data and information ("**Content**") displayed via the viewer are the proprietary property of our Clients. You acknowledge that this Content is confidential and protected by intellectual property laws. You may not capture, record, or distribute this Content without express permission.

4. WARRANTIES AND DISCLAIMER

4.1. "AS IS" SERVICE. THE SERVICES AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, FOCUS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. WE DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4.2. NO PROFESSIONAL ADVICE. YOU ACKNOWLEDGE THAT THE SERVICES DO NOT REPLACE PROFESSIONAL JUDGMENT. THE COMPANY IS A VISUALIZATION PROVIDER, NOT A GEOLOGICAL CONSULTANCY OR FINANCIAL ADVISOR. THE COMPANY DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY GEOLOGICAL DATA OR INTERPRETATION, MODELING, RESOURCE ESTIMATION, OR MINE PLANNING OUTPUTS DISPLAYED VIA THE SERVICES. YOU SHOULD NOT RELY ON THESE VISUALIZATIONS FOR INVESTMENT DECISIONS, EXPLORATION OR MINING OPERATIONS AND YOU ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE RESULTS DISPLAYED VIA THE SERVICES. ALWAYS REFER TO THE OFFICIAL NI 43-101 OR JORC TECHNICAL REPORTS FILED BY THE RESPECTIVE MINING COMPANIES.

5. LIMITATION OF LIABILITY

5.1. EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION:

- ERRORS OR INACCURACIES IN THE 3D RENDERING OR GEOLOGICAL DATA;
- ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS OR ACCURACY OF THE VISUALIZATIONS;
- LOSS OF PROFITS, LOSS OF DATA, LOSS OF PRODUCTION, SYSTEM DOWNTIME, OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

5.2. LIABILITY CAP. SINCE THE SERVICES ARE FREE, OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF THESE TERMS SHALL NOT EXCEED \$100 CAD (OR THE AMOUNT YOU PAID US, IF ANY).

6. CANCELLATION AND TERMINATION OF SERVICES

We reserve the right to suspend or terminate your access to the Services at any time, for any reason, without notice or liability, including if we believe you have violated these Terms or attempted to scrape our proprietary viewer code. Sections regarding Intellectual Property, Disclaimers, and Liability shall survive termination.

7. GENERAL

7.1. Governing Law. These User Terms are governed by the laws of Québec, Canada.

7.2. Updates. We may update these User Terms from time to time. The "Last Updated" indicates the latest version. You are responsible for regularly reviewing the most current version of these Terms. If a revision is material, we will try to provide reasonable notice in our sole discretion. Continued use of the Services after any such changes have been made will constitute your consent to such changes.