

Free Call: 1800 848 995
Local Call: 02 9037 7360



info@meteorite.net.au
www.meteorite.net.au

METEORITE MONITORING

Meteorite Monitoring Terms of Service

Revision 8 (April 2020)

Welcome to Meteorite Monitoring!

Thanks for using our services. Our services are provided by Meteorite Services Pty. Ltd. (Meteorite Monitoring), operating under ABN 75 610 846 207.

By using our services you are agreeing to these terms, please read them carefully.

Using Our Services

You must follow any policies made available to you within our services

Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Our services display some content that is not Meteorite Monitoring's, e.g. Google Maps. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

In connection with your use of our services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Our services are available on mobile devices. Do not use such services in a way that distracts you and prevents you from obeying traffic or safety laws.

Privacy and Copyright Protection

Meteorite Monitoring's privacy policies explain how we treat your personal data and protect your privacy when you use our services. By using our services, you agree that Meteorite Monitoring can use such data in accordance with our privacy policies.

Your Content in our Services

Some of our services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. This includes all time-series data received by Meteorite Monitoring where that data pertains to any physical measurements made on your site.

In short, what belongs to you stays yours.

When you upload, submit, store, send or receive content to or through our services, you give Meteorite Monitoring (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our services, and to develop new ones. This license continues even if you stop using our services (for example, anonymised time-series data used for promotional materials).

Free Call: 1800 848 995
Local Call: 02 9037 7360



info@meteorite.net.au
www.meteorite.net.au

METEORITE MONITORING

Some services may offer you ways to access and remove content that has been provided to that service. Make sure you have the necessary rights to grant us this license for any content that you submit to our services.

If you submit feedback or suggestions about our services, we may use your feedback or suggestions without obligation to you.

About Software in our Services

Meteorite Monitoring gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use our website software provided to you as part of our services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by Meteorite Monitoring, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some software used in our services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Modifying and Terminating our Services

We are constantly changing and improving our services. We may add or remove functionalities or features, and we may suspend or stop a service altogether.

You can stop using our services at any time, although we'll be sorry to see you go. Meteorite Monitoring may also stop providing services to you, or add or create new limits to our services at any time. You will be notified in advance if any changes are made to our services.

We believe that you own your data and preserving your access to such data is important. If we discontinue services, where reasonably possible, we will give you reasonable advance notice and a chance to get your information.

Our Warranties and Disclaimers

We provide our services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. However, our services are not designed to be relied upon for any mission-critical systems or emergency services. Our equipment and website application are consumer grade only.

We **do** promise a minimum 99% uptime of our online website portal and data services.

We **do** promise a minimum of daily data for all monitored meters, meaning time series data in 1-day data buckets. However most of our services offer 5-minute data.

We **do** promise that if contracted to do so, repairs will be attempted within 30 days from fault discovery.

We **do** promise to provide web app updates/upgrades as often as we can, free of charge.

But there are certain things that we don't promise about our services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER METEORITE MONITORING NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Free Call: 1800 848 995
Local Call: 02 9037 7360



info@meteorite.net.au
www.meteorite.net.au

METEORITE MONITORING

Liability for our Services

WHEN PERMITTED BY LAW, METEORITE MONITORING, AND METEORITE MONITORING'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF METEORITE MONITORING, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, METEORITE MONITORING, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Business uses of our Services

If you are using our services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Meteorite Monitoring and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of our services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to our services to for example; reflect changes to the law or changes to our services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for our services, you should discontinue your use of our services.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Meteorite Monitoring and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of NSW and Australia will apply to any disputes arising out of or relating to these terms or the services. All claims arising out of or relating to these terms or our services will be litigated exclusively in NSW, Australia, and you and Meteorite Monitoring consent to personal jurisdiction in those courts.

Kind Regards,

Meteorite Monitoring