

# IGCloud Website User Agreement

Welcome to use IGCloud website and sign this agreement voluntarily. Before you use the services of this website, you should read and agree to abide by this agreement, which includes the rules related to the three parts of user agreement, personal information protection agreement and intellectual property statement.

When you click and sign this Agreement online, you acknowledge that you have fully read, understood and accepted this Agreement in its entirety and that this Agreement is legally binding between you and the Website Operator.

## 1. User Definition

The term "User" in this Agreement refers to the person who uses the website operated by the Development Research Center of China Geological Survey(the website is <http://www.igcloud.tech/>or modified from time to time according to business needs, including the URL of the computer or mobile device Internet, etc. and the client) to upload or download information and communicate with other users or organizations through the information on the website, also referred to as "you" in this Agreement.

If you use the same identification information or if the actual controller of multiple accounts is determined to be the same person by website search, you are considered the same user.

## 2. Rights and Obligations of Users

**[Account Use]** You must use your platform account to log in during the use of the website service, and you should keep your account and password information properly. Since your account is linked to your personal information and related geological data information, your account is for your personal use only. Any authorization by you, directly or indirectly, to a third party to use your account or access information under your account without the consent of the site administrator is void. Except for the fault of the website, you shall be responsible for the results of all actions under your account (such as signing agreements online, publishing and disclosing information, etc.), and any actions done through your account shall be considered as your own actions or have been fully authorized by you. If the website determines that the use of your account may endanger the security of your account or the information security of the website platform according to the contractual default determination procedures and standards, the website may refuse to provide the corresponding services or terminate this agreement.

**[Information Release and Download]** Through the services provided by this website, you have the right to upload geological data information on the website in the form of text, pictures, etc. This information is released after meeting the form requirements stipulated by the website, and you can also download the relevant information uploaded by other users as a user.

You declare and guarantee that you have the corresponding and legal rights to the information you publish, and that the information you publish and the behavior you implement are in accordance with the relevant laws and regulations, national mandatory standard requirements and the agreement, and if there is a violation of the relevant state laws and regulations and the information agreed in this agreement should be deleted immediately, otherwise, the website can delete or block the information you publish according to the law or in accordance with this agreement.

**[Prohibited Information]** You should ensure that the information you publish does not contain the following.

- (i) Violation of the prohibitions of national laws and regulations;
- (ii) Political propaganda, feudal superstition, obscenity, pornography, gambling, violence, terrorism or abetting crime;
- (iii) Fraudulent, false, inaccurate or misleading;
- (iv) Infringement of intellectual property rights of others or involving trade secrets and other proprietary rights of third parties;
- (v) Insult, defamation, intimidation, involving the privacy of others and other violations of the legitimate rights and interests of others;
- (vi) The existence of viruses, Trojan horses, crawlers and other malicious software and program code that may damage, tamper with, delete, affect the normal operation of any system on the website or secretly obtain data and personal data of the website and other users without authorization;
- (vii) Other contrary to the public interest or public morality is not suitable for publication on the Internet.

**[Legal Worldwide]** Based on the characteristics of the Internet, you understand and know that the geological information you post on this website may be viewed and downloaded by users located in different countries and regions around the world. If you do not explicitly indicate that the download is only for mainland China, the website will not block users from other countries from downloading. In such cases, you must pay careful attention to the relevant laws and regulations of the relevant countries and regions, and ensure that you have the legal rights and qualifications to publish, and will not infringe on the intellectual property rights or other legal rights of others.

**[Enjoy Free Services]** The services provided to you by the website incur certain operating costs, and the services currently provided to you are currently free of charge. If in the future the website charges a reasonable fee for downloading or uploading information, it will take a reasonable route and notify you in advance through legal procedures with a sufficiently reasonable period to ensure that you have the full right to choose.

### **3. Rights and Obligations of the Website**

**[Massive Information]** In view of the existence of massive information on the website and the separation of information and physical objects in the information network environment, except as expressly provided by law, the website is not required to conduct prior review of all information uploaded by users. However, if a third party, such as other users, regulatory authorities, or rights holders, notifies the website, or if the website takes the initiative to analyze and finds that a user uploads information that violates intellectual property rights and other related laws and regulations, you acknowledge the website's reasonable judgment of the relevant content based on the relevant processes of the platform by the standards of general public perception. The website may send the user a notice of inquiry or request for correction according to different situations, or directly make processing such as deleting relevant information, taking restrictive measures on relevant uploaded information or stopping services. The above judgment processing is exempted from liability except in the case of intentional or gross negligence on the part of the website.

**[Mediation Decision]** You understand and agree that in the event of a dispute over infringement of information uploaded by a user, the website can only judge the credentials submitted by the user with general knowledge of the public, as the website's operators are not

legal professionals in the process of dispute resolution. Therefore, except for the presence of intentional or gross negligence, the website is exempt from responsibility for the decision of dispute resolution.

**[Information Display Subordination]**The website will provide functions such as information classification, keyword search, filtering and collection for the geological information you upload in order to better match users' needs, and the corresponding display results may be determined by a combination of factors.

**[Force Majeure and Third Party Reasons]**Website in accordance with the provisions of the law to perform the basic security obligations, but for the following reasons caused by the contract performance obstacles, performance defects, performance delays or changes in the performance of the content of the situation, the website does not bear the corresponding liability for breach of contract.

(i) Force majeure factors such as natural disasters, strikes, riots, wars, government actions, judicial and administrative orders, etc.;

(ii) Public service factors such as power supply failure, communication network failure, or third-party factors;

(iii) In the case where the website has been managed in good faith, due to routine or emergency equipment and system maintenance, equipment and system failure, network information and data security and other factors.

**[Main Body Change]** The service provider of this website under this agreement may change according to the business adjustment, the changed service provider performs this Agreement with you and provides services to you, the change of the provider will not affect your rights and interests under this agreement. If you continue to use the website services, you are deemed to agree to the change of the new operator.

#### **4. Change of Agreement**

The website may modify this agreement in accordance with changes in national laws and regulations and related circumstances, and you will be notified by email of the changed agreement. If you do not agree with the changes, you have the right to contact the website for feedback before the effective date of the changes. If the feedback is adopted, the changes will be adjusted as appropriate. If you still disagree with the changes that have taken effect, you shall stop using the website service on the date the changes take effect, and the changes shall have no effect on you; if you continue to use the services after the changes have taken effect, you will be deemed to have agreed to the changes that have taken effect.

#### **5. Notification**

**[Valid Contact Information]**When you register as a user of the website and accept the services of the website, you should provide true and valid contact information (including your email address, contact phone number, contact address, etc.), in the event of a change in contact information, you are obliged to update the relevant information in a timely manner and to maintain the status of being contactable.

The Website will deliver various notices to you to one or more of the above contact details, and the content of such notice may materially affect your rights and obligations, either favorably or unfavorably, please make sure you pay attention in time.

**[Service of Notice]**The website sends notices to you through the contact information mentioned above, among which written notices sent in electronic form, including but not limited

to announcement on the website, sending cell phone SMS to the contact number provided by you, sending email to the email address provided by you, delivery is deemed to have taken place upon successful dispatch; written notices sent in paper carrier shall be deemed to be delivered on the fifth natural day after the delivery of the mail in accordance with the contact address provided.

For any disputes arising from geological information submitted by users on the website, you agree that judicial authorities (including but not limited to courts) may serve legal documents (including but not limited to litigation documents) on you through modern communication methods such as cell phone text messages, emails or by post. The cell phone number, e-mail address and other contact information you specify to receive legal documents is the cell phone number, e-mail address and other contact information you provide when registering and updating the website, and the legal documents issued by the judicial authority to the above contact information shall be deemed to be served. The mailing address you specify is your legal contact address or a valid contact address provided by you.

You agree that the judicial authority may adopt one or more of the above service methods to serve you with legal documents, the judicial authority adopts multiple ways to serve you with legal documents, the time of service shall be the first one among the above-mentioned modes of service.

You agree that the above-mentioned service of process applies to all stages of judicial proceedings. If you enter into litigation, including but not limited to judicial and administrative review proceedings in various countries, etc.

You should ensure that the contact information provided is accurate, valid and updated in real time. If the legal documents cannot be served or are not served in time because the contact information provided is inaccurate or the changed contact information is not communicated in time, you shall bear the legal consequences that may arise from this.

## **6. Agreement Termination**

**[User-Initiated Termination]** You have the right to terminate this Agreement in any of the following ways:

- (i) If you cancel your account through self-service on the website when the account cancellation conditions announced on the website are met;
- (ii) When the content of the agreement is changed, you stop using the website service and expressly do not want to accept the change before the change takes effect.

**[Website Initiated Termination]** The Website may terminate this Agreement by notifying you when:

- (i) You violate this agreement, the site based on the breach of contract terms to terminate this agreement;
- (ii) You steal other people's accounts, publish prohibited information and other acts, the website according to the rules of your account to be seized;
- (iii) Other cases where the service should be terminated.

**[User Information Disclosure]** After the termination of this Agreement, the Website is under no obligation to disclose any information in your account to you or a third party designated by you, except as expressly provided by law.

**[Website Rights]** After the termination of this agreement, the website still enjoys the following rights:

(i) Continue to save all the information you retain on the site, but you may choose to delete the information inside the user;

(ii) For your past violations of the site can still be based on this agreement to pursue you for breach of contract liability.

#### **7. Liability for Breach of Contract**

**[Information Processing]** If the information posted on your website constitutes a breach of contract, the website can immediately delete or block the corresponding information according to the corresponding rules.

**[Disclosure of Processing Results]** The website may, if necessary, disclose on the website the information on the processing measures for your above-mentioned violations as well as other information on violations confirmed by legal documents in force by the state administrative or judicial organs.

If your conduct causes damage to the site, you shall be liable under this Agreement for the resulting damages, if any, including:

(i) Reasonable attorney's fees paid, litigation costs, necessary expenses incurred to eliminate the impact;

(ii) External expenses such as fines, liquidated damages or compensation due to administrative penalties, judicial decisions, mediation within the scope of legal standards;

(iii) Other losses suffered as a result.

#### **8. Law Application, Jurisdiction and Others**

**[Applicable Law]** The laws of the People's Republic of China shall apply to the conclusion, entry into force, interpretation, amendment, supplement, termination, enforcement and dispute resolution of this Agreement; if there is no relevant provision in the law, reference shall be made to commercial practices and/or industry practices.

**[Jurisdiction]** Disputes arising from your use of the service and related to the service shall be resolved through consultation between the website operator and you. If the negotiation fails, either party may file a lawsuit to the people's court where the website is located.

**[Severability]** If any provision of this Agreement is held to be invalid, void or unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions of this agreement.

**[Determination of the Text Expression of the Agreement]** The website provides the same content of the agreement and statement in English and Chinese. If there is inconsistency or ambiguity in the understanding of the content of the agreement or statement, the expression of the agreement in Chinese shall prevail.