

# ForestInsights Terms of Use

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## Terms of Use ("Terms")

The ForestInsights Terms of Use govern the use of this Service and the agreement that operates between the Company (Indufor Asia Pacific Ltd) and you. These Terms of Use set out the rights and obligations of all users regarding the use of the Service and/or Content created.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms of Use. These Terms of Use apply to all visitors, users and others who access or use the Service. By accessing or using the Service You agree to be bound by these Terms of Use. If You disagree with any part of these Terms of Use, then do not access, or use the Service or Content created.

Our Terms of Use were last updated on 30/03/2025

Please read these terms and conditions carefully before using Our Service.

### Interpretation and Definitions

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### 1. Definitions

For the purposes of these Terms of Use:

- 1.1. "Service" means the ForestInsights online platform, files, layers, and data purchased.
- 1.2. "Company" (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Indufor Asia Pacific Ltd.
- 1.3. "Authorised User" is defined as follows. One individual; one registered entity within a single country, not including subsidiaries, affiliates, or representative offices; one office or department of a national agency/ministry; one state or provincial agency/ministry; and one county or local government.
- 1.4. "Outputs" means any outputs (including reports, documents, insights, documents, insights, conclusions or similar) generated directly or indirectly by, from, or based upon, the use of the Service (or any part thereof);
- 1.5. "Content" means any imagery, spatial data or derived value-added data created by the Company under the terms of this Agreement including, without limitation, information products and digital data sets.
- 1.6. "Customer information" means non-public data provided to the Company to enable the provision of the ForestInsights Service
- 1.7. "Account" means a unique account created for You to access our Service or parts of our Service.
- 1.8. "Product Order Form" means the order form or other ordering documentation pursuant to which you: (i) indicate your acceptance of this Agreement; and (ii) purchase the right to access and use the Service. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and a Product Order Form, the terms and conditions of the Product Order Form shall govern and control.
- 1.9. "You" means the individual accessing or using the Service, or the Company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **2.0 Services**

- 2.1 The Company may, at any time and without penalty, suspend and/or discontinue the Service as is reasonably necessary.
- 2.2 The Company may, at any time and without penalty, suspend and/or discontinue certain Services or Content.

## **3.0 Rights to use**

- 3.1 The authorised user (a) not disclose the Content to any third party; (b) keep exclusive possession and control of the Content (and all copies); (c) not use, attempt to use, or allow the use the Content in a manner which may injure or cause loss to the Company or which may affect the carrying on of the Company's business; (d) maintain records of all the locations of and persons entrusted with the Content ; and (e) maintain a high level of security including digital security to safeguard the Content (and all copies) from access or use by any unauthorised person.
- 3.2 As an authorised user you may access and use the Content within the scope of your usage rights. It is your obligation to know and understand your usage rights. You will not use, reproduce, distribute, make available, or otherwise permit access to and/or use of the Service and/or the Content in any manner or for any purpose except as specifically permitted under this Agreement and/or in a Product Order Form.
- 3.3 You will ensure that the only Authorized Users are permitted to access or use the Service and Content. Authorized Users may be provided or be required to register for a user account in order to access and use our Service.
- 3.4 When You create an account with Us, You must provide Us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.
- 3.5 You are responsible for safeguarding the password that You use to access the Service. You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.
- 3.6 You may not use as a username the name of another person or entity or that is not lawfully available for use

## **4.0 Nature of ForestInsights and Liability**

- 4.1 The Company does not make, and the Authorised User acknowledges that the Company has not made, any representation or warranty of any kind, including as to the accuracy or completeness of the Service or Outputs, the use to which it may be put, or the results which may be obtained from using the Service. The Authorised User agrees it is solely responsible for its own use, assessment and evaluation of the Service (including as modified or otherwise howsoever) or the Outputs. The Authorised User assumes all risks associated with the exercise of any and all rights granted to the Authorised User under this Agreement including the risk and cost of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment and unavailability or interruption of operations.
- 4.2 The Authorised User agrees that: (a) the Service and Outputs are provided on an 'as-is, where-is' basis; and (b) Company has no liability for any loss or damage (whether direct or indirect) incurred by any person using, or reliance on, any Outputs. The Authorised User shall ensure that the Company will face no liability to any third party to whom it supplies Outputs.
- 4.3 The Authorised User agrees that the Company shall have no liability for any losses or damages (whether direct or indirect) which may be suffered by the Authorised User (or any person claiming under or through the Authorised User), whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories: loss of profits, loss of anticipated savings, loss of business opportunity, loss of goodwill, loss or corruption of data, or any indirect or consequential loss or damage.

**4.4** The Authorised User agrees it shall indemnify the Company against all damage, loss, claims, cost of expenses (including legal fees on a solicitor client basis) in connection with any access to, or use of, the Service.

## **5.0 Fees and Payment**

**5.1 Fees:** You will pay the Company the Fees described in the applicable Product Order Form for the Services in accordance with this Agreement and the terms of the applicable Product Order Form. You may pay the Fees at the time of purchase via the ForestInsights website when this functionality is provided to you. Alternatively, Company may invoice you for the Fees, in which case, the Fees shall be due and payable within thirty (30) days of the date of the invoice. All amounts payable to Company under this Agreement shall be paid in full and without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason. If you fail to make any payment when due then, in addition to all other remedies that may be available, Company may charge interest on the past due amount at the rate of one and a half percent (1.5%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted pursuant to applicable laws.

**5.2 Taxes:** You will be responsible for paying all applicable transaction taxes relating to Company provision of the Services and ForestInsights Content hereunder. The Fees set forth in the applicable Product Order Form are exclusive of transaction taxes, including sales and use and value-added taxes.

## **6.0 Data Privacy**

Data Security: Company shall implement and maintain appropriate administrative, physical, and technical safeguards that reasonably prevent any unauthorized collection, use or disclosure of, or access to, Customer information.

## **7.0 Miscellaneous**

**7.1** The Agreement shall be governed by the law of New Zealand and each Party submits to the non-exclusive jurisdiction of the courts of New Zealand.

**7.2** If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## **8.0 Termination**

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Use. Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

## **9.0 Contact Us**

If you have any questions about these Terms of Use, You can contact us:  
By sending us an email: [hello@indufor-ap.com](mailto:hello@indufor-ap.com)