

MiningCheck

Terms & Conditions of Use

1. These Terms of Use

- 1.1. Use of the MiningCheck web site - hereafter referred to as the "Web Site", "web site", "Website", "MiningCheck" the "Service" or "Services", is on condition that you agree to be bound by these terms of use.
- 1.2. All users of the Web Site should also refer to the Appendices of this Agreement as they also form part of the Terms of Use. If you do not agree to be bound by these Terms of Use, and its appendices please exit the Web Site and do not use the Web Site again.
- 1.3. These Terms of Use and any claim arising from the use of this web site shall be governed by the Laws of England and will be subject to the jurisdiction of the English courts.
- 1.4. We reserve the right to add to, or change these terms of use at our discretion, without notice. The new terms of use will come into effect from the time they are posted on the Web Site.

2. Definitions

- 2.1. **MiningCheck** –means the PlanVal Limited Service known as MiningCheck.
- 2.2. **PlanVal** – ("PlanVal", "Planval", "we," "our" or "us") means PlanVal Limited.
- 2.3. **Registered User** - ("Registered User", "you," or "your") means the individual who has registered to use the services of the Website.
- 2.4. **Control** - means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "Controlled" shall be construed accordingly.
- 2.5. **Controller** - means an entity that determines the purposes and means of the processing of Personal Data.
- 2.6. **Customer Data** - means any data that PlanVal processes in the course of providing the Services under the Agreement.
- 2.7. **Data Protection Laws** - means all data protection and privacy laws and regulations applicable to the processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.
- 2.8. **EU Data Protection Law** - means (i) prior to May 25, 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data ("Directive") and on and after May 25, 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); and (ii) Directive 2002/58/EC concerning the processing of Personal Data and

the protection of privacy in the electronic communications sector and applicable national implementations of it (in each case, as may be amended, superseded or replaced).

- 2.9. **Improvement** - means any improvement, enhancement or modification to MiningCheck and Services or their method of manufacture.
- 2.10. **Terms** - means these Terms and Conditions of Use and its Appendices.
- 2.11. **Agreement** – means these Terms and Conditions of Use and its Appendices.
- 2.12. **Privacy Policy** - means the Privacy Policy which applies to all users, as defined in detail in Appendix 1.
- 2.13. **Data Providers** - means a third-party who provides data components to PlanVal for use in providing Services to you under this agreement.
- 2.14. **Personal Data** – means any data that relates to an identified or identifiable natural person to the extent that such information is protected as personal data under UK or EU Data Protection Law.
- 2.15. **Data Controller** – (“Controller”) means PlanVal Limited.
- 2.16. **Processing** - has the meaning given to it in the GDPR and “process”, “processes” and “processed” shall be interpreted accordingly.
- 2.17. **Security Incident** - means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data.
- 2.18. **Services** - means any product or service provided by PlanVal to you pursuant to and as more particularly described in the Agreement.
- 2.19. **UK Business Hours** - means, between the hours of 8 a.m – 6 p.m Monday to Friday (excluding Bank holidays)

3. License

You agree to use MiningCheck on the terms of this Agreement. PlanVal hereby grants you a non-exclusive license to use MiningCheck on your own behalf as a individual non-corporate entity. You acknowledge that you shall have no rights or license to any third-party materials, source code, API documentation and any intellectual property that is, or is not the property of PlanVal or its Licensors. The license granted by PlanVal to you under this Agreement is non-exclusive and may be terminated in accordance with the terms of this agreement. For the avoidance of doubt PlanVal, the Web Site or its downloadable content may not be decompiled or in any way amended to create a new work and MiningCheck will always be branded as a PlanVal product. The terms of this agreement and license shall be binding upon all users.

4. Copyright and Intellectual Property

- 4.1. All copyright, database rights, design rights, registered designs, trademarks patents, service marks, know how, trade or business names, domain names, goodwill associated with any of the foregoing and other intellectual property rights of the Web Site and all its

contents remain the property of PlanVal Ltd or its Licensors. You are entitled to view, copy, print, access download and transmit material from the Web Site for your own personal, use subject to the terms of this agreement.

5. Liability

- 5.1. PlanVal cannot guarantee that your access to or use of the Web Site will be uninterrupted or error free. The Web Site is provided on an "as is" and "when available" basis. PlanVal will use reasonable endeavours to make the Web Site available during UK Business Hours. PlanVal reserve the right, at its own discretion or for legal or technical reasons, without notice to you, to:
 - a. Alter, add or remove any information on the Web Site;
 - b. Suspend or alter the operation of the Web Site;
 - c. Suspend, alter or remove any of the services on the Web Site.
- 5.2. PlanVal make no warranties as to the accuracy, fitness for purpose or non-infringement of intellectual property rights of any of the information and documents available or provided through the Web Site. PlanVal assumes and accepts no responsibility or liability for any kind of loss or damage caused by errors or omissions in the information, documents or other items provided or made available through the web site.
- 5.3. PlanVal does not represent any companies or individuals whose goods or services may be displayed or referred to on the Web Site. You should not rely on any opinions displayed on the Web Site regarding goods or services as recommendations by PlanVal. Professional advice should be sought before purchasing any item on the Web Site or entering into any legally binding agreement with a third-party.
- 5.4. The information provided on the Web Site is for use in carrying out Mining Area Risk checks for properties in England and Wales, and does not constitute specific advice. We do not accept any liability for loss arising from use of the web site or through relying on the information it provides.
- 5.5. In no event (death or personal injury or fraud excepted), unless otherwise specified within this agreement, will PlanVal be liable for any indirect, incidental or consequential damages, or loss of profit arising out of the use of the Web Site, even if PlanVal has been advised of the possibility of such damages. In any case, PlanVal's entire liability under any provision of this Agreement shall be limited to ten times the amount paid by you to PlanVal in your use of the Web Site.

6. Your Responsibilities

- 6.1. You are responsible for the security and confidentiality of any pin numbers, usernames or passwords needed to access or use the Web Site or any of its services. Do not allow others to access any services on the Web Site through your membership.
- 6.2. You will only use the Web Site or any of its services in a manner that is accepted and legal according to applicable laws and regulations.
- 6.3. You will not use the Web Site or any of its services for the following;

- 6.3.1. To send, receive, upload, download, store, use, distribute or publish material that is offensive, abusive, indecent, defamatory, obscene, or in breach of a third party's intellectual property rights;
- 6.3.2. To send or distribute any unsolicited emails or messages, especially those which might cause another person annoyance, inconvenience or worry;
- 6.3.3. To send or distribute information regarding any business, including unsolicited advertisements or promotional material.
- 6.4. You agree to indemnify PlanVal against any claims, costs, expenses or legal proceedings caused as a result of your misuse of the Web Site.
- 6.5. You will not in any way copy, modify, publish, transmit, display, sell, distribute or reproduce copyrighted material, trademarks or other protected proprietary information without the express written consent of the owner of such material.
- 6.6. You will not in any way copy, modify, publish, transmit, display, sell, distribute or reproduce reports, risk assessments or any other service provided by the Website to any third party without the express written consent of PlanVal.
- 6.7. You will not provide access to the website or services, to any third-party that is not a registered user of the website.
- 6.8. You warrant that your use of the website is for the purpose of carrying out Mining Risk Area checks for properties in England and Wales. You agree to indemnify PlanVal against any claims, costs, expenses or legal proceedings caused as a result of you not using the website for this purpose.
- 6.9. You will not make, use or provide the website or services as a service to other organisations or users without the express written consent of PlanVal.

7. Support and Service Hours

- 7.1. The Web Site includes email support. Support is available during UK Business Hours by emailing info@planval.com.
- 7.2. PlanVal will use reasonable endeavours to ensure the Web Site is operational during UK Business Hours, however there are factors outside of our control which may mean that the Web Site could be unavailable from time-to-time.

8. Confidential Information

- 8.1. Each party shall use the same care and discretion, but in no event less than reasonable care and discretion, to prevent disclosure, publication or dissemination of the other party's Confidential Information as it employs with similar information of its own; and shall not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except in connection with the performance of its obligations under this Agreement.

9. Data Protection Indemnity

- 9.1. For the purpose of the Data Protection Laws and any subsequent amendments or additions to Data Protection Laws, you acknowledge that in the course of using the Web Site, any personal information of third parties (including; customers, employees, agents,

subcontractors) you supply will be captured and stored electronically by us. As such, you must have obtained express permission from such third parties as a Data Controller, as defined in the GDPR, to transfer such third-party personal information to us, as Data Processor for Processing. As a part of our Processing we may store (inside, and where PlanVal deem it appropriate, outside of the European Economic Area) and Process such data for the purposes of providing the Services in the Web Site to you.

- 9.2. You agree to indemnify PlanVal from and against all claims by any third-party arising out of your failure to obtain the consent described in this clause. 9.1.
- 9.3. Each party shall be responsible for their compliance with Data Protection Laws and regulations in respect of record keeping and data.

10. Force Majeur

- 10.1. PlanVal shall have no liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of any part of the Web Site which result from circumstances beyond the reasonable control of that party (including, without limitation, PlanVal being required for regulatory, legal or other reasons to suspend or terminate the provision of MiningCheck or any component part of MiningCheck to you).

11. Your Consent

- 11.1. You agree to be bound by these Terms & Conditions, and its appendices including the Privacy Policy, by registering for and using the Web Site. They remain in effect until the following three conditions are met;
 - a. You stop using the site;
 - b. You have deleted or destroyed any of the PlanVal/MiningCheck/Web Site materials stored by you;
 - c. None of the personal information you have passed to the Web Site remains in our databases.
- 11.2. The agreement may also be terminated at any time and for any reason by yourself or PlanVal, effective upon sending written notice to the other party. If you send a notice of termination, any current membership shall terminate without an obligation on the part of PlanVal to make a payment, rebate or refund.
- 11.3. PlanVal reserves the right to suspend or terminate an account at any time, without notice, whether or not you are in breach these terms of use or any other terms and conditions posted on the site.
- 11.4. You acknowledge and agree that in the course of using this Web Site, information about you will be captured electronically or otherwise and transmitted to PlanVal and or, potentially, to any third parties necessary to provide the services of the Web Site to you.
- 11.5. You consent to the use, storage, or processing of your personal information by PlanVal.
- 11.6. You consent to PlanVal providing any of the personal information it has collected, to a court of competent jurisdiction in accordance with the court's instructions if

ordered to do so by the court, or to comply with any applicable legislation or regulatory guidelines or controls.

I consent to my electronic verification of these Terms of Use and their appendices;

Name (electronically agreed)

Signature (electronically signed)

Email (electronically agreed)

Date

Appendix 1

Privacy Policy

This Privacy Policy describes how PlanVal ("PlanVal," "MiningCheck" "we," "our" or "us") collect, use, and share information in connection with your use of our websites (including www.miningcheck.co.uk), services, and applications (collectively, the "Services").

We may collect and receive information about users of our Services ("users," "you," or "your") from various sources, including: (i) information you provide through your user registration on the Services (your "Registration") if you register for the Services; (ii) your use of the Services.

We recommend that you read this Privacy Policy in full to ensure you are fully informed. If you have any questions about this Privacy Policy or PlanVal's data collection, use, and disclosure practices, please contact us at info@planval.com.

1. INFORMATION WE COLLECT

1.1. Information You Provide

- 1.1.1. **Registration.** When you register for a Mining Check, we may ask for your contact information, including items such as name and email address.
- 1.1.2. **Communications.** If you contact us directly, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide. We may also receive a confirmation when you open an email from us.

The personal information that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.

1.2. Information We Collect When You Use Our Services.

- 1.2.1. **Cookies and Other Tracking Technologies.** As is true of most websites, we gather certain information automatically and store it in log files. In addition, when you use our Services, we may collect certain information automatically from your device. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, clickstream data, landing page, and referring URL. To collect this information, a cookie may be set on your computer or device when you visit our Services. Cookies contain a small amount of information that allows our web servers to recognise you. We store information that we collect through cookies, log files, and/or clear gifs to record your preferences. We may also automatically collect information about your use of features of our Services, about the functionality of our Services, frequency of visits, and other information related to your interactions with the Services. We do not track your use across different websites and services. Our cookies are session cookies and have a limited life.
- 1.2.2. **Usage of our Services.** When you use our Services, we may collect information about your engagement with and utilisation of our Services, such as

storage capacity, navigation of our Services, and system-level metrics. We use this data to operate the Services, maintain and improve the performance and utilisation of the Services, develop new features, protect the security and safety of our Services and our customers, and provide customer support. We also use this data to develop aggregate analysis and business intelligence that enable us to operate, protect, make informed decisions, and report on the performance of our business.

2. HOW WE USE INFORMATION

We use the information we collect in various ways, including to:

- Provide, operate, and maintain our Services;
- Improve, personalise, and expand our Services;
- Understand and analyse how you use our Services;
- Develop new products, services, features, and functionality;
- Communicate with you, either directly or through a Third-Party with whom your account is linked, including for customer service, to provide you with updates and other information relating to the Service, and for marketing and promotional purposes;
- Process your transactions;
- Send you text messages and notifications;
- Find and prevent fraud; and
- For compliance purposes, including enforcing our Terms of Use, or other legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency.

3. HOW WE SHARE INFORMATION

We may share the information we collect in various ways, including the following:

- 3.1. **Vendors and Service Providers.** We may share information with third-party vendors and service providers that provide services on our behalf, such as helping to provide our Services, for promotional and/or marketing purposes, and to provide you with information relevant to you such as product announcements, software updates, special offers, or other information.
- 3.2. **Aggregate Information.** Where legally permissible, we may use and share information about users with our partners in aggregated or de-identified form that can't reasonably be used to identify you.
- 3.3. **Analytics.** We use analytics providers such as Google Analytics. Google Analytics uses cookies to collect non-identifying information. Google provides some additional privacy options regarding its Analytics cookies at <http://www.google.com/policies/privacy/partners/>.
- 3.4. **Business Transfers.** Information may be disclosed and otherwise transferred to any potential acquirer, successor, or assignee as part of any proposed merger, acquisition, debt financing, sale of assets, or similar transaction, or in the event of insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets.
- 3.5. **As Required By Law and Similar Disclosures.** We may also share information to (i) satisfy any applicable law, regulation, legal process, or governmental request; (ii) enforce this Privacy Policy and our Terms of Use, including investigation of potential violations

hereof; (iii) detect, prevent, or otherwise address fraud, security, or technical issues; (iv) respond to your requests; or (v) protect our rights, property or safety, our users and the public. This includes exchanging information with other companies and organisations for fraud protection and spam/malware prevention.

3.6. **With Your Consent.** We may share information with your consent.

4. LEGAL BASIS FOR PROCESSING PERSONAL INFORMATION

Our legal basis for collecting and using the personal information described above will depend on the personal information concerned and the specific context in which we collect it.

However, we will normally collect personal information from you only (i) where we need the personal information to perform a contract with you; (ii) where the processing is in our legitimate interests and not overridden by your rights; or (iii) where we have your consent to do so. We have a legitimate interest in operating our Services and communicating with you as necessary to provide these Services, for example when responding to your queries, improving our platform, undertaking marketing, or for the purposes of detecting or preventing illegal activities.

In some cases, we may also have a legal obligation to collect personal information from you or may otherwise need the personal information to protect your vital interests or those of another person.

If we ask you to provide personal information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information).

5. THIRD-PARTY SERVICES

5.1. You may access other third-party services through the Services, for example by clicking on links to those third-party services from within the Services. We are not responsible for the privacy policies and/or practices of these third-party services, and we encourage you to carefully review their privacy policies.

6. SECURITY

6.1. PlanVal is committed to protecting your information. To do so, we employ a variety of security technologies and measures designed to protect information from unauthorised access, use, or disclosure. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information. However, please bear in mind that the Internet cannot be guaranteed to be 100% secure.

7. DATA RETENTION

7.1. We retain personal information we collect from you where we have an ongoing legitimate business need to do so (for example, to provide you with a service you have requested or to comply with applicable legal, tax, or accounting requirements).

7.2. When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will

securely store your personal information and isolate it from any further processing until deletion is possible.

8. ACCESS

- 8.1. If you are a registered user, you may access certain information associated with your Account by logging into our Services or emailing info@planval.com.
- 8.2. To protect your privacy and security, we may also take reasonable steps to verify your identity before updating or removing your information. The information you provide us may be archived or stored periodically by us according to backup processes conducted in the ordinary course of business for disaster recovery purposes. Your ability to access and correct your information may be temporarily limited where access and correction could: inhibit PlanVal's ability to comply with a legal obligation; inhibit PlanVal's ability to investigate, make or defend legal claims; result in disclosure of personal information about a third party; or result in breach of a contract or disclosure of trade secrets or other proprietary business information belonging to PlanVal or a third party.

9. YOUR DATA PROTECTION RIGHTS UNDER THE GENERAL DATA PROTECTION REGULATION (GDPR)

If you are a resident of the EEA, you have the following data protection rights:

- 9.1. If you wish to access, correct, update, or request deletion of your personal information, you can do so at any time by emailing info@planval.com
- 9.2. In addition, you can object to the processing of your personal information, ask us to restrict the processing of your personal information, or request portability of your personal information. Again, you can exercise these rights by emailing info@planval.com.
- 9.3. You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing emails we send you. To opt-out of other forms of marketing, please contact us by emailing info@planval.com.
- 9.4. Similarly, if we have collected and process your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.
- 9.5. You have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact your local data protection authority.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

10. YOUR CHOICES

You can use some of the features of the Services without registering your personal information.

To access more comprehensive MiningCheck information, you will be required to confirm your name and email address.

You may unsubscribe from receiving certain promotional emails from us. If you wish to do so, simply follow the instructions found at the end of the email. Even if you unsubscribe, we may still contact you for informational, transactional, account-related, or similar purposes.

Many browsers have an option for disabling cookies, which may prevent your browser from accepting new cookies or enable selective use of cookies. Please note that, if you choose not to accept cookies, you will be unable to access the Services as we will be unable to verify your identity for security.

11. CHILDREN'S PRIVACY

PlanVal does not knowingly collect information from children under the age of 18, and children under 18 are prohibited from using our Services. If you learn that a child has provided us with personal information in violation of this Privacy Policy, you can notify us at info@planval.com.

12. CHANGES TO THIS PRIVACY POLICY

This Privacy Policy may be modified from time-to-time, so please review it frequently. Changes to this Privacy Policy will be posted on our website. If we materially change the ways in which we use or share personal information previously collected from you through our Services, we will notify you through our Services, by email, or other communication.

13. INTERNATIONAL DATA TRANSFERS

PlanVal is a global business. We may transfer personal information to countries other than the country in which the data was originally collected. These countries may not have the same data protection laws as the country in which you initially provided the information. When we transfer your personal information to other countries, we will protect that information as described in this Privacy Policy and in accordance with Data Protection Laws.

14. Contact Us

If you have any questions or concerns about this Privacy Policy, please feel free to email us at info@planval.com.

The data controller of your personal information is PlanVal Limited, registered in England, 08802008.

Effective Date

This Privacy Policy became effective on: May 24, 2018.