

XP Metal Detectors
Terms of Service

IMPORTANT: PLEASE READ ALL OF THE FOLLOWING TERMS OF SERVICE (THESE “TERMS”) CAREFULLY. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT AND CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE (BUT ARE NOT LIMITED TO) VARIOUS LIMITATIONS AND EXCLUSIONS, A BINDING ARBITRATION CLAUSE, A CLASS ACTION WAIVER, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

XP provides an online interactive and informational website regarding XP’s metal detectors and related products and accessories (the “Site” as further defined below) and a subscription-based mobile application called GO TERRAIN which is designed to facilitate and assist in metal detection and prospecting related to same (the “Mobile App” as further defined below). The Site and the Mobile App are collectively hereinafter referred to as the “Platform.” The Platform may be accessible by website (including through the Site), mobile application, or otherwise

These Terms include not only the following Terms of Service, but also incorporate by reference all policies, guidelines, special or supplement terms and conditions of use or service posted by us on through the Platform from time to time and as such may be amended, modified, supplement or restated by XP from time to time. Our Privacy Policy available at <https://www.xpmetaldetectors.com/en/politique-de-protection-des-donnees.php> (“Privacy Policy”) informs you of XP’s collection and use of your information (if any), including your Personal Information as defined in the Privacy Policy, in relation to your use of our Platform and/or other related products or services we may make available to you via or in relation to your use of the Platform.

By accessing, browsing, submitting any information, to or through, or otherwise in any manner using the Platform, and linking to these Terms or by accessing, submitting any information to or through, or otherwise in any manner using any service offered on or through this Platform, You acknowledge that you have read and understand, and agree to be bound by and to comply with all of these Terms. If you do not agree to all of these Terms without any modification by you, you are not authorized to and must not access or use this Platform.

Any person who visits, uses, or accesses this Platform is referred to as a User. Users are also referred to in these Terms as “You”, “you”, “Your”, or “your.” If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

I. Definitions

The following terms used in these Terms with their initial letters capitalized, and those terms defined in the introductory paragraphs or elsewhere in these Terms, throughout these Terms have the meanings provided.

A. “Account” means with respect to Users, the account created by us on or through the Platform for a User’s use in connection with certain User Features as may be offered from time to time through the Platform.

B. “Collective Content” means XP Content and User Content.

C. “Content” means any text, graphics, images, music, software (excluding any XP Software), audio, video, information, or other electronically stored data.

D. “Governmental Authority” means any domestic or foreign, federal, state, local, provincial, county, or municipal or supra national government or political subdivision thereof, or any agency, instrumentality, subdivision, court, tribunal, commission or other authority of such government or political subdivision, or any self-regulated, private, non-governmental or quasi-governmental organization, body or authority (to the extent that the rules, regulations or orders thereof have the force of Law).

E. “Intellectual Property Rights” means, with respect to any thing, material or work (hereinafter, a “Work”): (a) any and all worldwide copyrights, trademarks, trade secrets and any other intellectual property and proprietary rights and legal protections in and to such Work including but not limited to all rights under treaties and conventions and applications related to any of the foregoing; (b) all patents, patent applications, registrations and rights to make applications and registrations for the foregoing; (c) all goodwill associated with the foregoing; (d) all renewals, extensions, reversions or restorations of all such rights; (e) all works based upon, derived from, or incorporating the Work; (f) all income, royalties, claims, and payments now or hereafter due or payable with respect thereto; (g) all causes of action, either in law or in equity for past, present or future infringement based on the Work; (h) all rights corresponding to each of the foregoing throughout the world; and (i) all the rights embraced or embodied therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, publicly perform, display, license, adapt, prepare derivative works from the Work, together with all physical or tangible embodiments of the Work.

F. “Law” or “Laws” means, as amended from time to time, any domestic or foreign federal, state, local, provincial, county, or municipal or supra national Law (including common law), rule, regulation, statute, treaty, constitution, ordinance, decree, code, proclamation, policy, procedure, guideline, standard, order, judgment, or other legally enforceable requirement enacted, issued, adopted, promulgated, enforced, ordered, or applied by any governmental authority.

G. “Mobile App” means the GO TERRAIN mobile application offered by XP design to facilitate the use of metal detectors and prospecting with metal detectors.

H. “Platform” has the meaning ascribed to it in the second paragraph of these Terms, above, name the Site and Mobile App, collectively.

I. “Services” means collectively all services XP offers through the Platform to Users, including the Site, Mobile App, any User Feature, XP Content, and XP Software, among others.

J. “Site” means the website located at www.xpmetaldetectors.com or its sub-domains.

K. “User Content” means all Content that a User provides, posts, uploads, publishes, submits, transmits, or makes available on the Platform, including but not limited to all such Content provided for purposes of establishing, initializing, modify, or creating an Account.

L. “User Feature” means any feature or functionality of the Platform which XP may designate from time to time for use by Users for or in connection with the XP Services.

M. “User” means any person or entity that uses or accesses the Platform or any User Feature, including but not limited to any person or entity who completes the Account registration process described under the “Account Registration” section below and who remains in good standing and has not otherwise been restricted or terminated by XP.

N. “XP Content” means all Content that XP makes available through the Platform including any Content licensed from a third party but excluding User Content.

O. “XP Software” means any software, html, or other code, at any time or from time to time, in whole or in part, comprising the Platform or utilized by XP through the Platform.

P. “XP”, “we”, “us”, or “our,” shall refer to Xplorer SARL d/b/a XP Metal Detectors.

II. Acknowledgements and Disclaimers

A. Explanation of the Site

XP may provide from time to time an online interactive and informational website, the Site, through which it provides information regarding XP’s products and services, including metal detectors and related products and accessories. In some cases, the Site provides links to third party dealers, distributors, e-commerce platforms, and other authorized representatives that sell our products.

B. Explanation of the Mobile App

XP also provides from time to time the Mobile App known as GO TERRAIN, which may be downloaded and otherwise accessed from mobile application stores such as the Apple App Store or the Google Play Store.

The purpose of the Mobile App is to facilitate the use of metal detectors with the aim of optimizing prospecting with same. The Mobile App provide certain features to aid in metal detection by allowing the User to determine and record routes taken and report the User’s findings. The Mobile App can also be used for other types of prospecting (e.g., searching for mushrooms, fossil deposits, etc.) and to record any type of route taken outdoors in other contexts, such as hunting, walking or the like. In some cases, the Mobile App may interface with certain XP metal detectors and other products so that data collected by such products can be recorded directly by the Mobile App. To use the Mobile App, the User must have a compatible mobile device with Internet access and an Account as described below, of which the User is solely responsible for.

NOTWITHSTANDING THE FOREGOING, YOU AGREE AND ACKNOWLEDGE THAT THE MOBILE APP IS PROVIDED FOR INFORMATIONAL AND ENTERTAINMENT PURPOSES

ONLY, AND NO OTHER PURPOSE. IN NO EVENT SHOULD THE MOBILE APP BE RELIED ON TO PROVIDE ANY TYPE OF RELIABLE INFORMATION RELATED TO YOUR LOCATION, ROUTES TO AND FROM YOUR LOCATION OR OTHERWISE. IN NO EVENT SHALL THE MOBILE APP BE RELIED UPON AS TOOL TO PREVENT YOU FROM GETTING LOST, GETTING INJURED, OR OTHERWISE AND IS NOT A LIFE SAVING OR BODILY HARM PREVENTION TOOL. ADDITIONALLY, YOU AGREE AND ACKNOWLEDGE THAT, BY PROVIDING THE MOBILE APP OR OTHERWISE, IN NO EVENT DOES XP MAKE ANY GUARANTEES REGARDING THE RESULTS, FINDINGS, OR OPPORTUNITIES WITH RESPECT TO METAL DETECTION OR PROSPECTING OF ANY KIND.

THE MOBILE APP MAY ALSO BE USED TO FACILITATE CONNECTING WITH OTHER USERS. XP CANNOT AND DOES NOT CONTROL THE USER CONTENT CONTAINED IN ANY USER CONTENT. WE NOT PARTIES TO, HAVE NO INVOLVEMENT OR INTEREST IN, MAKE NO REPRESENTATIONS OR WARRANTIES AS TO, AND HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO ANY COMMUNICATIONS, TRANSACTIONS, INTERACTIONS, DISPUTES OR ANY RELATIONS WHATSOEVER BETWEEN YOU AND ANY OTHER USER, PERSON OR ORGANIZATION. YOU MUST CONDUCT ANY NECESSARY, APPROPRIATE, PRUDENT OR JUDICIOUS INVESTIGATION, INQUIRY, RESEARCH OR DUE DILIGENCE WITH RESPECT TO YOUR INTERACTIONS WITH OTHER USERS.

IF YOU CHOOSE TO USE THE MOBILE APP AND COMMUNICATE, CONNECT, AND OR MEET ANY OTHER PERSON OR USER, YOU DO SO AT YOUR SOLE RISK. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE MOBILE APP. YOU UNDERSTAND THAT XP MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE MOBILE APP. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE MOBILE APP AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE MOBILE APP, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY XP. YOU ACKNOWLEDGE AND AGREE THAT XP DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND OR CRIMINAL CHECKS (INCLUDING REGISTERED SEX OFFENDER CHECKS) ON ANY USER.

C. Disclaimers

NEITHER WE NOR ANY OF OUR THIRD-PARTY LICENSORS OR SUPPLIERS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY ASPECT OF THE PLATFORM TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. WE HEREBY DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE PLATFORM WILL FUNCTION AS DESCRIBED, WILL BE

UNINTERRUPTED OR ERROR-FREE, FREE OF HARMFUL COMPONENTS, THAT ANY CONTENT, FILES, DATA OR OTHER MATERIALS (INCLUDING BUT NOT LIMITED TO ANY MEMBER CONTENT) UPLOADED TO, DOWNLOADED FROM, OR STORED BY OR WITHIN THE PLATFORM WILL BE TIMELY, CURRENT OR SECURE, OR WILL NOT BE LOST, CORRUPTED OR OTHERWISE DAMAGED OR IMPAIRED, OR THAT WE WILL BE ABLE TO PREVENT DISRUPTION OF OR TO ANY OF THE PLATFORM OR THAT WE WILL CORRECT ANY DEFECTS.

IN NO EVENT WILL XP BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES OR ANY INFORMATION OBTAINED THROUGH THE SERVICES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (EVEN IF XP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMITTED BY LAW.

III. Modification of Platform or Terms

XP reserves the right, at its sole discretion, to modify the Platform or to modify these Terms at any time and without prior notice, and without penalty. If we modify these Terms – which may include updating, revising, amending, supplementing, restating, or terminating these Terms – we will either post the modification on the Platform or otherwise provide you with notice of the modification. Please also refer to the “Last Updated” date indicated at the beginning of these Terms. Through continued access or use of the Platform after XP has posted a modification thereon or has provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, you must discontinue use of the Platform.

IV. User Eligibility

The use of this Platform is intended for persons who are 18 years of age or older. Any access to or use of any User Features, or the Platform by anyone under 18 is prohibited. By accessing or utilizing any User Features on or through the Platform you represent and warrant that you are 18 years of age or older.

V. Accounts

A. Registration, Profile, and User Content

From time to time in order to access certain User Features you may be required to register to create an Account. You may register directly via the Platform or as described in this Section.

As a User, your Account and your Account profile page will be created based upon the User Content you provide to us. In some instances, XP will provide you, either in person or by electronic means, information necessary to establish your Account. Any information that you provide, publish or post to or through the Platform (including any profile information you provide) or send to other Users (including via any feedback, text, any email feature, or through any XP-related Facebook, Twitter or other social media posting) will be considered User Content. You consent to us using your User Content to create an Account that will allow you to utilize certain User Features of the site reserved for our Account-holders. Our collection and use of personal information in connection with the

Platform is as provided in XP's Privacy Policy located at <https://www.xpmetaldetectors.com/en/politique-de-protection-des-donnees.php>

As a User, you are the sole authorized user of your Account (if applicable) and are responsible for maintaining the confidentiality of any password provided by you or XP for accessing User Features. You are solely and fully responsible for all activities that occur under your Account (even if that content or activity occurs from other individuals who have accessed the Platform and other Services through your Account), and XP expressly disclaims any liability arising from the unauthorized access or use of your Account. If at any time you suspect that any unauthorized party may be using your Account or you suspect any other breach of security, you agree to notify us immediately.

B. Limitation, Suspension, Termination, and Cancellation of Accounts

As a User, you may not have more than one (1) Account with XP at any given time. You must (and you agree to) provide accurate, current, and complete information as requested or prompted during or in connection with the Account registration process, and to promptly update such information to keep it accurate, current, and complete. XP reserves the right to suspend, restrict, or terminate your Account and your access to the User Features if you provide any false or misleading information, or otherwise violate any of these Terms.

XP may, in our sole discretion and without thereby incurring any liability to you or otherwise, with or without cause, with or without prior notice and at any time, limit, suspend, deactivate, or cancel your Account and/or otherwise deny you access to the User Features.

You may cancel your Account at any time via the "Cancel Account" or other similarly designated feature of the Platform, or by notifying us thereof by e-mail at contact@go-terrain.com

VI. XP Communications

By becoming a User, you acknowledge that we may from time to time and as needed communicate with you by various means, including via e-mail, text message, telephone calls, and push notifications to the telephone number you provide to us, in relation to your use of the Platform, among others. Please note that this may include communications generated by automatic telephone dialing systems or other methods and systems, which will deliver prerecorded messages sent by or on behalf of XP, its affiliated companies, or other Users, including but not limited to operational communications concerning the Platform, use of User Features or other Services, and updates concerning new and existing features on the XP Platform.

In other instances, we will seek your consent to receive our communications before contacting you by asking you to "opt-in" to such communications. This may include receiving our newsletter, promotions and promotional materials provided by XP or third parties, and updates and news concerning XP.

Where we have already received your opt-in consent to receive certain communications, IF YOU WISH TO OPT-OUT OF PROMOTIONAL EMAILS, TEXT MESSAGES, OR OTHER SUCH "OPT-IN" COMMUNICATIONS, YOU MAY OPT-OUT BY FOLLOWING THE UNSUBSCRIBE OPTIONS THAT ARE PROVIDED TO YOU ON THE PLATFORM OR VIA THE COMMUNICATION, IF APPLICABLE (e.g., the "unsubscribe" button in our promotional

emails). Standard text messaging charges applied by your telephone phone carrier will apply to text messages we send.

VII. Payments and Authorizations

A. Payments and Authorizations

You agree to pay XP for all fees and charges associated with the Services, if any. All fees and charges are due in full at the confirmation of your order. In the case of recurring subscriptions for certain User Features, including the Mobile App, all fees and charges are due on a recurring basis as explained in connection with such User Features. Please refer to our Subscription Terms located at <https://www.xpmetaldetectors.com/en/mentions-legales.php> for more information about payment and subscription terms applicable to the Mobile App.

In connection your use of the User Features (including during your Account registration), you may be asked to provide customary billing information such as name, billing address and credit card or other payment information either to XP or its third-party payment processor(s) (including by or through the applicable application store, such as the Apple App Store or Google Play Store). You agree to pay XP for any purchases in connection with your Account or your use of any of the User Features, or otherwise provided to you or on your behalf, in each case by one of the payment methods from time to time described on provided for on the Platform, including the charging of the credit card account. You hereby authorize the payment and collection of any and all such amounts by the charging of the credit card, or via such other payment method provided for under your Account. If you are directed to any XP third party payment processor(s), you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices.

XP does not control, and is not responsible for, any fees or charges that may be charged to a User by your bank, financial institution, or payment provider, with respect to XP's collection of fees or payments, and XP expressly disclaims all (and you agree that XP will have no) liability in this regard.

VIII. User Conduct

You understand and agree that you alone are responsible, at your sole cost and expense, for compliance with any and all Laws that may apply to your use of the Platform or any feature thereof. In connection with your use of the Platform, you must not, and you agree that you shall never do or attempt to do any of the following:

1. violate any applicable Law or these Terms;
2. use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other features or services contained in or comprising the Platform;
3. use the Platform or any part thereof or any feature or functionality accessed on or through the Platform for any commercial or other purposes that are not expressly permitted by these Terms;
4. interfere with or damage the Platform, or any part thereof or any feature or functionality accessed on or through the Platform;

5. use the Platform, or any part thereof or any feature or functionality accessed on or through the Platform to transmit, distribute, post, or submit any information concerning any other person or entity;
6. use the Platform for the distribution of unsolicited commercial email (“spam”);
7. stalk, harass, or bully any other user of the Platform;
8. impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
9. post, upload, publish, submit or transmit any Content that (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other Intellectual Property Rights, or rights of publicity or privacy, (ii) violates, or encourages any conduct that would violate, any applicable Law or regulation or would give rise to civil liability, (iii) is fraudulent, false, misleading or deceptive, (iv) is defamatory, obscene, pornographic, vulgar or offensive, (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group, (vi) is violent or threatening or promotes violence or actions that are threatening to any other person, or (vii) promotes illegal or harmful activities or substances;
10. use, display, mirror or frame the Platform;
11. access, tamper with, or use non-public areas of the Platform;
12. attempt to probe, scan, or test the vulnerability of the Platform or network or breach any security or authentication measures;
13. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by XP to protect the Platform; or
14. attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Platform or any feature or functionality thereof.

XP at all times has the right to investigate and may prosecute violations of any of the foregoing to the fullest extent of the Law. XP reserves the right, at any time and without prior notice, to remove or disable access to any materials that XP, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Platform.

IX. Intellectual Property and User License Agreement

A. General Intellectual Property Provisions

The Platform is protected by copyright, trademark, and other Laws of the United States and foreign countries. You acknowledge and agree that the Platform, Services, and XP Content, including all associated Intellectual Property Rights, are the exclusive property of XP and its licensors (hereinafter “XP Intellectual Property”). You will not remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Platform or Collective Content. All trademarks, trade names, and source identifiers of XP used on or in connection with the Platform are trademarks or registered trademarks of XP. Trademarks, trade names, and any other source identifiers of third parties used on or in connection with the Platform are used for identification purposes only and may be the property of their respective owners.

Nothing in these Terms grants, transfers or conveys, nor may be construed or operate as a grant, transfer or conveyance, to any User or any other person of any right, title or interest in or to any of XP Intellectual Property therein, including but not limited to any XP Content or any trademark, trade name, service mark or other proprietary identifying symbols used by us from time to time on or in

connection with the Platform, or any feature or functionality thereof. No User or other person may use any of XP Intellectual Property without in each case first obtaining our prior written consent, which consent may be withheld in our sole and absolute discretion. All goodwill arising from or incident to any use of XP Intellectual Property shall inure exclusively to us or our third-party licensors as applicable.

B. Non-Assertion

You agree you shall not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, business partners, licensors, licensees or transferees, any patent infringement or other Intellectual Property infringement claim with respect to the Platform.

C. XP License

XP grants Users a limited, non-exclusive, non-transferable right and license, to (i) access and use the Platform; (ii) access and view any XP Content solely for your use of the Platform and (iii) access and view any User Content to which you are permitted access, solely for your use of the Platform. You have no right to sublicense the license rights granted in this section. You agree not to use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Platform or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise to XP Intellectual Property, except for the licenses and rights expressly granted in these Terms.

D. User Content License

XP may, in our sole discretion, permit you to post, upload, publish, submit, or transmit User Content. XP does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

XP will not be able to access geolocated User Content, which is protected on a secure server. XP therefore undertakes not to use this geolocated User Content for any purpose whatsoever (including to train an AI model).

In order to offer Users the choice of whether or not to store their geolocated User Content online, the Application offers the possibility of saving data locally in 2 different ways:

- Either by saving all local data in the form of a ZIP file
- Or by exporting all or part of their activities in GPKG format (only for PREMIUM Users).

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Platform. Accordingly, you represent and warrant that (i) you either are the sole and exclusive owner of all User Content that you make available through the Platform or you have all rights, licenses, consents and releases to exploit such User Content, and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content on, through or by means of the Platform will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or

other proprietary rights or Intellectual Property, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

E. Suggestions

If you provide any suggested improvement(s) to the Platform or any feature or functionality thereof (each a “Suggestion” and collectively “Suggestions”) to XP, we will own all right, title and interest (including any Intellectual Property Rights) in and to any Suggestion even if the person making the Suggestion has designated the Suggestion as confidential or proprietary. XP shall be entitled to use and exploit any Suggestion without restriction. You must, and hereby do, irrevocably assign to XP all right, title and interest (including all Intellectual Property Rights) in and to all Suggestions (if any) and agree to provide us or our designees with any assistance we may, or they may reasonably request or require from time to time to further document, perfect and maintain our rights in any Suggestion.

F. Notice of Alleged Infringement

If you are an intellectual property owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged infringements taking place on or through the Platform by submitting a complete Notice of Alleged Infringement as described below and delivering it to XP. Upon receipt of the Notice as described below, XP will take whatever action, in its sole discretion, it deems appropriate, including removal of the alleged infringing content from the Platform.

1. Provide your mailing address, telephone number, and, if available, email address.
2. Identify the intellectual property that you claim has been infringed by providing a comprehensive list of the items (works, trademarks, etc.) that you claim have been infringed. If your work is registered with the United States Patent and Trademark Office, United States Copyright Office, or other intellectual property office or jurisdiction, you must include copies of the registration certificates or information sufficient to confirm that such work is in fact protected.
3. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Platform where such material may be found.
4. Provide your full legal name and electronically sign and affirm the following statement: "I hereby affirm that I have a good faith belief that the disputed use of the material is not authorized by the owner, its agent, or the law (e.g., as a fair use). I affirm that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the Intellectual Property or of an exclusive right under the Intellectual Property that is allegedly infringed."
5. Deliver this Notice, with all items completed, to XP by email to contact@go-terrain.com.

X. Affiliate Marketing; Third Party Websites, Applications, Links, and Resources

The Platform may contain links to or otherwise interface or connect with third party websites or resources, such social media sites, and payment processors. You acknowledge and agree that XP is not responsible or liable for (i) the availability or accuracy of such websites or resources or (ii) the content, products, or services on or available from such websites or resources.

AFFILIATE MARKETING DISCLAIMER: In addition, in some instances and from time to time we may provide through the Platform links to certain third-party products and services and those links may be affiliate links. If you click on those links and chose to make a purchase from such a third party, we may in certain instances earn a small commission from that third party. The commission is paid to us by the third party, not from you and you will incur no additional cost.

Links to such websites or resources do not imply any endorsement by XP of any third-party websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products, or services on or available from such websites or resources.

XI. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE PLATFORM, OR ANY FEATURE OR SERVICE ACCESSED OR OFFERED ON OR THROUGH THE PLATFORM REMAINS WITH YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER XP NOR ANY OF OUR AGENTS, REPRESENTATIVES, CONTRACTORS OR AFFILIATES, SHALL BE LIABLE TO ANY USER, ANY USER, ANY GUESTS OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, FILES, DATA, CONTENT, BUSINESS, OPPORTUNITIES, REVENUES, ANTICIPATED SAVINGS OR OTHERWISE (EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR FOR ANY DAMAGES FOR BODILY INJURY OR EMOTIONAL DISTRESS IN CONNECTION WITH THE PLATFORM, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) ACCESS TO OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SYSTEM OR ANY SERVICE OR ANY PART THEREOF, (II) THE PROVISION OF OR FAILURE TO PROVIDE, OR ANY INTERRUPTION OF, ANY XP SERVICE OR ANY OTHER SERVICE, (III) ANY INFORMATION, SOFTWARE, PRODUCT, SERVICE, DATA, FILE, CONTENT, OR MATERIALS STORED ON, OBTAINED THROUGH, UPLOADED TO OR DOWNLOADED FROM THE SYSTEM OR ANY SERVICE, OR ANY DAMAGE TO OR CORRUPTION OR LOSS OF ANY OF THE FOREGOING, (IV) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR CONTENT, OR (V) ANY ACCESS TO OR USE OF, OR ANY INABILITY TO ACCESS OR USE ANY CONTENT OR MATERIALS.

IN THE EVENT THAT NOTWITHSTANDING THE PROVISIONS OF THE FOREGOING PARAGRAPHS OF THIS SECTION, WE (OR ANY OF OUR AGENTS, REPRESENTATIVES, CONTRACTORS, AFFILIATES OR THIRD PARTY LICENSORS OR SUPPLIERS) ARE FOUND LIABLE TO ANY USER, USER OR GUEST OR OTHERWISE FOR DAMAGES FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION OR THEORY

OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, THE AGGREGATE AMOUNT OF ALL SUCH LIABILITY SHALL BE LIMITED TO AND SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO US BY USER OR YOU (AS APPLICABLE) FOR AND WITH RESPECT TO THE PARTICULAR SERVICES THAT GIVE RISE TO SUCH CLAIM IN WHICH THE CAUSE OF ACTION ACCRUED.

THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

XII. Indemnification

You agree and must at all times indemnify, defend and hold XP and its third party suppliers or licensors, each of our and their business partners and each of our and their respective employees, officers, directors, managers and representatives (each an “Indemnatee” and collectively the “Indemnitees”), harmless from and against any and all losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including attorneys’ fees and court costs) suffered or incurred by any of the Indemnitees as a result of any third party claim, action, suit, or proceeding arising out of or incident to (i) any User or other person’s use of or access to the Platform in a manner not authorized by these Terms, or in violation of any applicable laws, (ii) Content including any claim involving infringement or misappropriation of third party rights or the use, development, design, manufacture, production, advertising, promotion or marketing of User Content, (iii) any breach by User or any other person of any term or condition of these Terms, including without limitation, any representation and warranty hereunder, or (iv) any act, omission or misconduct of User or any other person using or accessing the Platform.

We will promptly notify you of any claim which we become aware of and which we believe to be subject to indemnification under this Section; provided that our failure to promptly notify you shall not affect your indemnification obligations hereunder except to the extent that our failure to promptly notify you materially prejudices your ability to defend the claim. At our option, you will have the right to defend against any such claim(s) with counsel of your own choosing (subject to a conflicts assessment), and to settle such claim as you deem appropriate, provided that you (nor any Person acting on your behalf) may enter into any settlement without XP’s prior written consent (which may be conditioned or withheld in our sole and absolute discretion) and provided that we may, at any time, elect to take over control of the defense and settlement of any claim.

XIII. Dispute Resolution

A. Arbitration

You and XP agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Platform (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief (and associated legal relief) in a court of competent

jurisdiction to redress or prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other Intellectual Property Rights. You acknowledge and agree that you and XP are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding. Further, unless both you and XP otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding.

B. Rules and Governing Law

This agreement to arbitrate evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. The AAA Rules are available at www.adr.org/Rules. The Federal Arbitration Act will govern the interpretation and enforcement of this section.

C. Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Florida and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

D. Location and Procedure

Unless you and XP otherwise agree, the arbitration will be conducted in Broward County, Florida, United States. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and XP submit to the arbitrator, unless you request a hearing, or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

E. Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

F. Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

G. Changes

Notwithstanding the provisions of the “Modification” section above, if XP changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of XP’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and XP in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

XIV. General Provisions

A. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by XP (i) via email (in each case to the address that you provide) or (ii) by posting to the Platform. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

B. Controlling Law and Jurisdiction

These Terms and your use of the Services will be interpreted in accordance with the laws of the State of Florida and the United States of America, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in Broward County, Florida or a United States District Court, Southern District of Florida located in Broward County, Florida for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other Intellectual Property Rights, as set forth in the Dispute Resolution provision.

C. Severability

If any provision of these Terms, or the application of such provision, is held invalid by a court of competent jurisdiction, the remainder of these Terms, and the application of such provision to persons, entities, or circumstances other than those with respect to which it is held invalid, shall not be affected.

D. Waiver and Enforceability

The failure of XP to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be

effective only if in writing. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

E. Third Party Beneficiary

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the payment card networks are third party beneficiaries of these Terms for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to these Terms.

F. Term and Termination

These Terms are effective upon your access and use of the Platform or of any User Feature, as amended by any modifications made by XP as outlined at the start of these Terms. You may discontinue your use of User Features at any time, for any reason. We may revoke your permission to access the Platform or any or all User Features, at any time, for any reason, with or without notice to you. We reserve the right to refuse access to the Platform or any User Feature to any User for any reason not prohibited by applicable Law. Either party may terminate the Terms for any reason upon written notice to the other party.

G. Survival

Sections I (Definitions), II (Acknowledgments and Disclaimers), IX (Intellectual Property and User License Agreement), XI (Limitation of Liability), XII (Indemnification), XIII (Dispute Resolution), and XIV (General Provisions) shall survive termination of these Terms.

H. Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between XP and you regarding the Platform, any Services rendered via the Platform, and these Terms supersede and replace any and all prior oral or written understandings or agreements between XP and you regarding the Platform.

I. Assignment

These Terms are neither assignable, transferrable nor delegable by you whether by operation of Law or otherwise. Any attempt by you to assign, transfer, or delegate any of these Terms, will be null and void and of no effect. XP may assign, transfer, or delegate these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the respective parties, their successors and permitted assigns.

J. How to Contact Us

If you have any questions regarding these Terms or our privacy practices, you can contact us at: Xplorer SARL 40 chemin du Moulin 31320 MERVILLA or by email at: contact@go-terrain.com

XP – GO TERRAIN MOBILE APP

Subscription Terms

These subscription terms (“***Subscription Terms***”) explain our policies, fees, and charges for the GO TERRAIN Mobile App. Terms capitalized but not defined in this Donation Policy shall have the meaning ascribed to them in our Terms of Service (“Terms”) located at <https://www.xpmetaldetectors.com/en/mentions-legales.php>.

As explained in our Terms, from time-to-time XP may provide Users with access to its Mobile App. The Mobile App is made available to Users on a free and a paid subscription basis as outlined below. In some cases, XP will process payments for these subscriptions directly. In other cases, third party payment processors, including mobile application store providers such as Apple and Google, will collect these payments from Users. Accordingly, Users may be subject to third party terms and conditions regarding payments for which XP is not a party. ***Please refer to our Terms for additional details regarding payments and payment processing.***

Subscription Offerings:

XP may from time to time offer a free period for the Mobile App. You can subscribe in order to use the Mobile App with PREMIUM functionalities. Unless otherwise noted, you are offered one free and one paid subscription options, depending on feature set:

- ❖ **Standard (free) :**
 - Unlimited solo activity
 - Add media for each find (3 photographs, 1 video and 1 audio recording)
 - Connection to XP DEUS, DEUS II, and ORX metal detectors
 - Access to all free maps
 - Possible deletion of activities (this deletes all targets and other media)
 - Ability to continue an activity, modify it, export it and import it
 - Ability to create and modify detection zones
 - Save your data locally in ZIP format

- ❖ **Premium (\$9.99/year) :**
 - Standard Version
 - Cloud connection
 - Access to Group mode
 - Heatmap display
 - Activity Merge
 - Export to GPKG format

These subscriptions are only available for an annual term automatically renewable for a new period of 12 months unless canceled before the end of the current subscription period. Cancellations must be paid through your applicable mobile application store, e.g., the Apple Store or Google Play Store. The subscription can be canceled at any time via your mobile application store, e.g., the Apple Store or Google Play Store. In the event of cancellation of the subscription, you will retain until the conclusion of the term of your current subscription.