



IKON SCIENCE NON-COMMERCIAL ROCK PHYSICS PROGRAM

TERMS OF USE AND LICENCE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

By using our complimentary e-learning site (“**Site**”) you confirm you accept these terms of use and you agree to be bound by them. **If you do not agree to these terms of use, you must not use our Site.**

These Terms of Use incorporate by reference our Privacy Policy <https://www.ikonscience.com/privacy-policy/> and *Acceptable Use Policy* which also apply to your use of our Site.

Welcome to Ikon Science Rock Physics Program.

These are Ikon Science (also referred to as “**we**”, “**us**”, or “**our**”) terms of use (“**Terms of Use**”) that govern use of our Site, that provides access to our web based Rock Physics learning program (the “**Program**”). The Program provides access to RokDoc software, RokDoc practice materials and related content, slides, demonstrations and video footage (the “**Materials**”) as well as training courses to help you develop and enhance your knowledge.

1 Registering for Ikon Science Complimentary Rock Physics Program

1.1 Before you use our Program you need to complete our registration process by completing and submitting the on-line registration form <https://www.ikonscience.com/about/geos-between-jobs/>. By registering for our Program, you shall be bound by these Terms of Use.

1.2 Acceptance on the Program by Ikon Science will be indicated by a confirmation email we shall send to you containing a link to activate your account (“**Account**”) together with the username and automatically generated password allocated to you to enable you to log on to use the Program.

2 Access to Ikon Science Rock Physics Program

When registering for an Account you must provide accurate and current information. Please ensure you promptly update us about any changes to your email address in connection with your Account to keep it accurate so that we can contact you. The Program will be provided for the limited period of 60 days (“**Access Period**”).

3 Security of Passwords and User Credentials

3.1 You will be responsible for use of your Account and for any activity on your Account. You are solely responsible for the protection and security of your username, password and other user credentials (“**User Credentials**”) enabling you to access the Program. You must keep User Credentials strictly confidential and you must not disclose them to any other person. You must never use another user’s account without prior written permission of Ikon Science.



3.2 If you know or suspect that anyone other than you knows your username or password or any other suspected breach of security affecting the Program, you must promptly notify us at support@ikonscience.com.

3.3 We have the right to prevent access to your Account and disable any User Credentials, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

4 Right of Access and User Licence

We are providing you personally with the right to use the Program in accordance with these Term of Use. Upon activation of your Account, Ikon Science will grant you a non-exclusive, non-transferable and personal licence to access and use the Program for training only and not for any commercial purpose (“**Permitted Use**”).

5 Training Courses

5.1 If you register for a training course on our Program, it is your sole responsibility to ensure that all course content has been completed within the Access Period.

5.2 Users who complete a training course within the Access Period will receive a certificate of completion of such training course from Ikon Science.

6 Availability of our Program

6.1 Our Program is made available free of charge. We do not guarantee that the Program or any Materials on it will always be available or be uninterrupted or be free from any error or defects. In the event that access is interrupted or restricted for any reason within our reasonable control, we will take commercially reasonable steps to restore the user access within a reasonable period of time and shall extend the Access Period by such period as we deem reasonable to account for such period of interruption or restricted access. Ikon Science is not liable for any delays or access failures resulting from any act and/or omission by the user or resulting from the user’s internet connectivity problems. We may suspend or withdraw or restrict the availability of all or any part of our Program for business and operational reasons. THE UNDERTAKING GIVEN BY IKON SCIENCE IN THIS PARAGRAPH 6.1 IS IN LIEU OF ANY CONDITION OR WARRANTY EXPRESSED OR IMPLIED BY LAW AND CONSTITUTES THE FULL EXTENT OF IKON SCIENCE’S LIABILITY.

6.2 Our Program is hosted by our third-party cloud service provider, Flexera Software LLC, 300 Park Blvd, Suite 500, Itasca, IL 60143 (“Flexera”) <https://www.flexera.com/>. Ikon Science recommends that you refer to Flexera’s website terms and conditions <https://www.flexera.com/legal.html> and privacy policy to understand how they use your information <https://www.flexera.com/legal/privacy-policy.html> as well as their cookie policy at <https://www.flexera.com/legal/privacy-policy.html#cookies>. Ikon Science makes no representation, warranty or commitment and shall have no liability whatsoever for any failure in the availability or format of the Program or other loss or damage incurred where it relates to services of Flexera or its hosting of the Program.



6.3 Our training courses are hosted by Kallidus Limited, a company registered in the United Kingdom whose registered office is at 5 Fleet Place, London, England EC4M 7RD, United Kingdom <https://www.kallidus.com/>. Ikon Science recommends that you refer to Kallidus privacy policy <https://www.kallidus.com/privacy-policy/> to understand how they use your information. Ikon Science makes no representation, warranty or commitment and shall have no liability whatsoever for any failure in the availability or quality of any training course as a result of any failure or unavailability of Kallidus services.

6.4 Ikon Science does not endorse or approve content of any of the third-party website made available via the Program.

7 Use of material on our Site and Ownership of Materials

“**Intellectual Property**” means for the purpose of the Terms of Use, the rights of Ikon Science in trademarks or trade names (whether registered or unregistered), patents, patent applications, copyrights and neighbouring rights (published or unpublished), trade secrets, know-how, designs, methods, processes, work-flows, inventions, expertise, software, algorithms, website content or video footage, training programs and materials, images and clips and any other similar rights anywhere in the world.

7.1 Ikon Science is the owner or the licensee (as applicable) of all Intellectual Property rights in our Program and in the Materials and you shall not acquire any rights of ownership or other interest therein. Materials are protected by copyright. All such rights are reserved by Ikon Science.

7.2 You shall not at any time (i) modify, copy, create derivative works, screengrab or otherwise reproduce the Materials other than as expressly permitted in paragraph 7.4 below; (ii) use the Materials other than for the Permitted Use; or (iii) sublicense, sell, lease, transfer, publish or otherwise make available or disclose the Materials or any part of them (whether orally, in writing or in electronic form) to any third party.

7.3 Where you agree to provide a video testimonial you agree to the recording of the video and assign to Ikon Science with full title guarantee all existing and future rights (including without limitation copyright) in the video footage and all consents necessary to enable us to make full use of the video worldwide in perpetuity in any and all media, without payment, liability (save as specifically set out in this agreement) or acknowledgement to you.

7.4 You may download a single copy of the RokDoc practice data along with one downloaded or printed copy of the user manual solely for the Permitted Use and these Terms of Use apply to all such copies. You must not modify either paper or digital copies of the foregoing and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text and only for the Permitted Use.

7.5 OUR STATUS (AND THAT OF ANY IDENTIFIED CONTRIBUTORS) AS THE AUTHORS OF CONTENT ON OUR PROGRAM MUST ALWAYS BE ACKNOWLEDGED.

7.6 YOU MUST NOT USE THE MATERIALS OR ANY CONTENT ON OUR PROGRAM FOR COMMERCIAL PURPOSES WITHOUT A LICENSE IN WRITING FROM IKON SCIENCE, SUCH LICENSE BEING AT OUR SOLE DISCRETION.



7.7 IF YOU PRINT OFF, COPY OR DOWNLOAD ANY CONTENT OR MATERIALS FROM OUR PROGRAM IN BREACH OF THESE TERMS OF USE, YOUR RIGHT TO USE OUR PROGRAM WILL CEASE IMMEDIATELY AND YOU SHALL, AT OUR REQUEST, RETURN OR DESTROY ANY COPIES OF THE MATERIALS YOU HAVE MADE.

8 Limitation of Liability

8.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

8.2 You shall not use our Program for commercial or business purposes. To the extent permitted by law, Ikon Science has no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or anticipated savings whether direct or indirect or for any special, incidental, indirect, consequential, exemplary or punitive loss or damages arising out of or in connection with the Program.

8.3 The Materials are provided “as is” without any representation or warranty of any kind, express or implied, including but not limited to, warranties of satisfactory quality, fitness for any particular purpose, completeness or accuracy. You shall access the Program and use the Materials at your own discretion and risk and Ikon Science shall have no responsibility for any damage to the computer system or loss of data that results directly or indirectly from the download, use or possession of the Materials or provision of the Program.

8.4 The content on our Program or any Materials is not intended to amount to advice upon which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Program.

8.5 Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on it is accurate, complete or up to date.

8.6 We will not be liable to you for any failure or delay in the performance of the Program caused by circumstances beyond our reasonable control.

9 Changes to these Terms of Use

We may amend these Terms of Use from time to time to reflect changes to our Program, the needs of our users and our business requirements. Every time you wish to use our Site, please check these Terms of Use to ensure you understand any changes to them.

10 Links to third party websites

10.1 Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by Ikon Science of those linked websites or information you may obtain from them. We have no control over the contents of third-party sites.



10.2 The Program may contain links to third-party websites (e.g., social media sites like LinkedIn and Twitter), third-party plug-ins (e.g., LinkedIn “comments” or “like” buttons and Twitter “follow” button). If you choose to use these sites or features, you acknowledge that you disclose your information not just to those third-parties, but also to their users and the public more generally. Ikon Science has no control over third-party websites and is not responsible for the content or privacy practices of such third-party websites. The collection and use of your information will be subject to the privacy policies of such third-party websites and we encourage you to read their privacy statements.

11 Protection your personal information

11.1 We will only use your personal information as set out in our Privacy Policy Policy <https://www.ikonscience.com/privacy-policy/>. By registering for the Program you consent to the processing of your personal data to the extent required by Ikon Science to conduct the Program in accordance with our Privacy Policy.

11.2 By registering for our Program you consent to our using your email address to send you notices relating to the Program including notices required by law. We may also use your email address to send you messages, including changes to features of the Program and other matters that may be of interest to you. If you do not want to receive such email messages, you may opt out by changing the preferences in your Account settings.

11.3 **Sharing with our Third Party Partners.** You acknowledge that we may disclose your information with third parties who perform services on behalf of Ikon Science including without limitation, marketing, customer support, data storage, data analysis and processing, and legal and professional services.

11.4 **Ikon Science Affiliates.** We may disclose your information with affiliates of Ikon Science.

11.5 **Feedback and Video Testimonials.** We welcome your feedback and it is important to us to further inform how we can improve and expand Ikon Science products and services. We may ask you to provide testimonials which may include videos and social media endorsements to provide a summary of your experience of our Program which we may upload for distribution to social media and other third-party websites as part of our marketing and promotion of the Program. We shall only publish video or social media endorsements on third-party websites with your prior consent. Where you agree to participate in a video you understand that such content will be published on such third-party websites and as set out in clause 10.2 above, we encourage you to read their privacy statements to ensure you understand how your information is treated. When you participate in a video you acknowledge your data is stored on the social media servers and may be transferred to and stored at a destination outside the European Economic Area.

11.6 You acknowledge and agree that we shall be entitled to edit, copy, add to, adapt videos at our discretion but we shall not to alter the meaning or content of your feedback.

11.7 You grant us the right to issue publicity relating to the video and to use and publish your name, photograph or likeness, details about you, recordings of you and interviews with you for such purposes.

11.8 You understand and agree that we make no commitment to use your video or to exploit the video.

12 Virus and other vulnerabilities



12.1 We do not guarantee that our Site will be secure or free from bugs or viruses or other vulnerabilities.

12.2 You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. In the event of such a breach, your right to use our Site will cease immediately.

13 Uploading content to our Site

13.1 If you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our Program via any of our interactive services, you must comply with the content standards set out in our *Acceptable Use Policy*.

13.2 Any content you upload to our Site will be considered non-confidential and non-proprietary. You retain all ownership rights in your content, (except this does not apply to video testimonials which content is owned by Ikon Science) but you are required to grant us and other users of our Site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

13.3 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

13.4 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our *Acceptable Use Policy*.

14 User-generated content

14.1 Where our Program includes information and materials uploaded by other users of the Platform, including to bulletin boards and chat rooms, such information and these materials have not been verified or approved by us. The views expressed by other users on our Program do not represent our views or values.

14.2 To complain about content uploaded by other users, please contact us on support@ikonscience.com.



15 Registration issues and complaints

All queries regarding the registration for the Program shall be referred to e-learning@ikonscience.com and all technical support queries shall be referred to support@ikonscience.com.

16 No third-party rights

Nothing in these Terms of Use is intended by Ikon Science to be construed as creating any right enforceable by any third party.

17 Governing Law

These Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.