



Website Terms of Use

Last Modified: August 18, 2026

Acceptance of the Terms of Use

These terms of use are entered into by and between you and IperionX Inc., IperionX Technology, LLC, IperionX Critical Minerals, LLC and any subsidiaries and affiliates ("IperionX," "Company," "we," or "us"). The following terms of use ("Terms of Use") govern your access to and use of <https://iperionx.com/>, including any content, functionality, and services offered on or through <https://iperionx.com/> (the "Website").

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [Privacy Policy - IperionX](#), and incorporated herein by reference. If you do not agree to these Terms of Use or the Privacy Policy, you should not access or use the Website.

We may revise and update these Terms of Use from time to time in our sole discretion. Any changes become effective when posted on the Website. Your continued use of the Website following the posting of revised Terms of Use constitutes your acceptance of such changes.

Intellectual Property Rights

The Website and its entire contents, features, and functionality are owned by the Company or its licensors and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You are permitted to access and use the Website solely for your personal, non commercial use, subject to these Terms. Except as expressly permitted herein, you may not copy, reproduce, distribute, modify, create derivative works from, publicly display, perform, transmit, or otherwise exploit any Website content without our prior written consent.

Trademarks

The Company name; the term IperionX; the Company logo; and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To send, knowingly receive, upload, download, use, or reuse any material that is unlawful, harmful, fraudulent, misleading, infringing, or otherwise objectionable;
- To transmit or facilitate the transmission of unsolicited or unauthorized advertising, promotional materials, spam, or other similar solicitations;
- To impersonate the Company, a Company employee, another user, or any other person or entity;
- To introduce any malicious or harmful code or otherwise interfere with the proper functioning, security, or integrity of the Website;
- To gain unauthorized access to, disrupt, damage, or interfere with any part of the Website, its servers, or any connected systems; or

- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website, or that could harm the Company or expose it or others to liability.

We reserve the right, in our sole discretion, to suspend or terminate your access to the Website for any violation of these Terms of Use and to prosecute you to the fullest extent allowed by law.

User Submissions

The Website may contain interactive features that allow users to submit comments, feedback, information, suggestions, submissions or materials (collectively, "**User Submissions**"). Any User Submissions will be considered non-confidential and non-proprietary by the Company. You acknowledge that you are responsible for the User Submissions you make, including their legality and compliance with these Terms of Use.

By providing any User Submission through the Website, you grant us and our affiliates and our respective licensees, successors, and assign the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

Links and Third-Party Content

You may link to our homepage in a manner that is fair and lawful and does not damage our reputation or suggest any form of association, approval, or endorsement by the Company. We reserve the right to withdraw linking permission at any time without notice.

The Website may contain links to third-party websites or resources for your convenience. We have no control over, and accept no responsibility for, the content, policies, or practices of any third-party websites. Accessing any third-party websites is at your own risk and subject to the terms and conditions of those websites.

Disclaimer of Warranties

The Website and its content are provided for general informational purposes only. We make no representations or warranties regarding the accuracy, completeness, or usefulness of any information on the Website. Any reliance you place on such information is strictly at your own risk.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR

ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North Carolina without regard to its conflict of law provisions.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the state and federal courts located in Wake County, North Carolina. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and Privacy Policy constitute the sole and entire agreement between you and Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

This website is operated by IperionX located at 1092 Confroy Drive, South Boston, VA 24592.

The Company respects the intellectual property rights of others. If you believe content on the Website infringes your intellectual property rights, please contact us at compliance@iperionx.com with sufficient information to allow us to investigate the claim.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: info@iperionx.com.