



# GPinfo Petroleum Permits of Australasia 2010



## Terms and Conditions of Use

Listed below are the terms and conditions under which Pitney Bowes Software Pty Ltd (ABN 93 070 492 410) ("PBS") shall supply Permit Maps / Permit Books to the customer named on the attached Order Form (the "Customer").

### 1. Definitions.

"Order Form" means the attached Order Form signed by the Customer that specifies the Permit Product(s) purchased by the Customer.

"Permit Product(s)" means the applicable Permit Maps and/or Permit Books that are purchased by the Customer as specified on the Order Form.

### 2. Licence / Conditions of Use.

(a) Subject to the terms and conditions contained herein (including the payment of all required fees), PBS grants to the Customer a non-exclusive, non-transferable and perpetual right and licence to use the Permit Product(s) for its business purposes.

(b) The Customer must not publish the Permit Product(s) or create any derivative works thereof.

### 3. Payment Terms.

The fees (plus GST, if applicable) specified on the Order Form shall be due and payable by the Customer to PBS on the date the Order Form is signed by the Customer, subject to thirty (30) days credit terms.

### 4. Ownership.

PBS and its third party providers retain all title to and ownership of the Permit Product(s) (and any portion thereof, including all intellectual property rights related thereto). PBS and its third party providers reserve all rights not expressly granted to the Customer herein.

### 5. Disclaimers and Limitation of Liability.

- (a) The data in the Permit Product(s) is sourced from a large number of industry and government sources. Whilst all care is taken in the compilation of the Permit Product(s), PBS does not warrant the accuracy or completeness of the information provided in the Permit Product(s). It is the responsibility of the Customer to ensure, by independent means, that those parts of the information used by it are correct before any reliance is placed on them.
- (b) To the extent permitted by applicable law, PBS disclaims and excludes all representations, warranties and conditions with respect to the Permit Product(s), whether express, implied or statutory, other than those expressly identified in these terms and conditions, including, without limitation, warranties of satisfactory quality, accuracy, reliability, merchantability and fitness for a particular purpose.
- (c) Subject to Section 5(e), PBS and its third party providers will not be liable in any event to the Customer or any other person, regardless of the cause, for: (i) the effectiveness or accuracy of the Permit Product(s); (ii) any loss of, or damage to, profits, business, contracts, goodwill, opportunities or cost savings; and (iii) any special, indirect, incidental, punitive, exemplary, multiple or consequential damages; arising from or occasioned by the Customer's use of the Permit Product(s), even if advised of the possibility of such damages.
- (d) Subject to Sections 5(c) and 5(e), in any event, PBS's maximum liability for any claim arising in connection with the Permit Product(s), whether arising in contract, tort (including negligence) or otherwise, will not exceed the fees paid by the Customer to PBS for the Permit Product(s).
- (e) Nothing in these terms and conditions shall exclude or restrict either party's liability for: (i) death or personal injury; (ii) fraud; or (iii) any other cause of action which cannot be limited or excluded under applicable law.

### 6. Governing Law.

The laws of the State of New South Wales, Australia will govern these terms and conditions and the Order Form and any interpretation of it. The Customer agrees to the non-exclusive jurisdiction of the courts of New South Wales and the appeal courts therefrom for the resolution of any dispute related to these terms and conditions or the Order Form.