



E N E R G Y Q U E S T

EnergyQuest's Terms and Conditions

If you engage EnergyQuest to act on your behalf or to provide any service, including the provision of advice, subscription to any of EnergyQuest's publications such as EnergyQuarterly or other multi-client reports (Consultancy) the following conditions will apply (Terms).

1. Although we will take all due care in any Consultancy:
 - a. we make no warranties in respect of any Consultancy except as required by law;
 - b. we accept no responsibility for misprints, errors, inaccuracies or omissions;
 - c. except as explicitly agreed with you under the Consultancy, materials that we publish from time to time do not constitute advice and should not be relied upon as such; and
 - d. you should not act, or refrain from acting, on the basis of any materials that we publish without seeking appropriate advice on the particular facts and circumstances at issue.
2. To the extent that any Consultancy includes forecasts:
 - a. you acknowledge that our prediction of future outcomes is based upon our current understanding of relevant circumstances and that such forecasts may prove to be incorrect; and
 - b. we will not be liable for any claim arising directly or indirectly in relation to any such forecast if it was prepared in good faith and using due care and skill.
3. You acknowledge that the Consultancy necessarily requires us to rely upon data and information supplied to us by third parties (Third Party Material). Provided that it is reasonable for us to assume that Third Party Material comes from a reliable source, you agree that:
 - a. unless explicitly obliged to do so by the terms of the Consultancy, we are not obliged to independently investigate or verify any Third Party Material;
 - b. we do not warrant the accuracy of Third Party Material; and
 - c. we will not be liable to you (or others) for any loss arising directly or indirectly by virtue of Third Party Material being inaccurate or incomplete.
4. You agree that we will not be liable for any incidental, special or consequential damages of any kind (including without limitation damages for loss of business or other profits) arising from the Consultancy.
5. You acknowledge that:
 - a. we retain exclusive ownership of all intellectual property rights (including copyright) in all materials (including reports, text, graphics, images, data etc) associated with the work that we perform for you under the Consultancy (EnergyQuest's IP);
 - b. you can use EnergyQuest's IP for your own purposes, but you do not acquire any ownership rights in any of EnergyQuest's IP;
 - c. EnergyQuest's IP is valuable and confidential;
 - d. EnergyQuest's IP must only be used by you and authorised persons for the purposes for which it was provided and it is your responsibility to ensure that your employees, affiliates and consultants:
 - i. are aware of; and
 - ii. comply with,the restrictions imposed on you under these Terms in respect of EnergyQuest's IP;
 - e. if you subscribe to EnergyQuarterly as a Single User (limited to a single team, maximum of three users), then:
 - i. you must nominate the employees within your organisation who are authorised to use EnergyQuest's IP; and
 - ii. only those authorised employees may use EnergyQuest's IP (refer to paragraph d. above);
 - f. if you subscribe to EnergyQuarterly as a Corporate User, then all of your employees are authorised to use EnergyQuest's IP (but subject always to paragraph g.);
 - g. except as appropriate and reasonably required in the ordinary course of your business (and subject always to clause 7), you and your authorised employees must not without our prior written consent publish, transmit, distribute, on-sell, reproduce, cite, quote from or otherwise disclose EnergyQuest's IP (in whole, in part or in writing, by electronic means or in any other format) to any third party, which expression includes any of your

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unauthorised employees, affiliates, consultants, clients, customers, any other person, any other company (whether related or unrelated), and (if you are a government client) any other government department or authority; and

h. we can refuse such consent in our absolute discretion, but it would be reasonable for us to charge additional fees before agreeing to give any such written consent; and

i. EnergyQuest may suffer financial loss if you or any of your employees, affiliates or consultants breach these Terms.

6. If any third party suffers any losses as a direct or indirect result of that third party relying on EnergyQuest's IP in a manner which is inconsistent with your acknowledgements above, you agree that:

a. we will not be liable in any way for such losses (either to you or to any third party); and

b. you will indemnify us for any claim made by that third party against us in connection with the unauthorised use of EnergyQuest's IP.

7. Subject to our prior written consent, any use of EnergyQuest's IP by you or your related entities (by way of reference, citation, quotation or in any other way or in any form) must be clearly and directly attributed to us in an accurate manner and in the context in which it is intended. We accept no responsibility for any cost, expense or liability incurred by you or any other person as an indirect or direct consequence of any such use of EnergyQuest's IP in a manner which is inconsistent with the purposes of the Consultancy. You hereby release us, to the fullest extent permitted by law, in respect of any such claims, losses or expenses.

8. We observe the National Privacy Principles in the Privacy Act 1988. In dealing with you, we may collect certain information such as your name, contact details, personal and business information. Information collected about you is used only:

a. for the purpose of the Consultancy; and

b. in a manner which you would reasonably expect us to use or disclose it for that purpose.

9. If you do not accept these Terms or if you breach these Terms, we can terminate the Consultancy.

10. These Terms:

a. may be amended by us at any time by posting amended terms and conditions on our website, but otherwise cannot be varied without our written consent; and

b. are governed by and construed in accordance with the laws of South Australia, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of South Australia.

11. If you breach any of these Terms:

a. we reserve the right to suspend or terminate the Consultancy;

b. we reserve the right to suspend or terminate your subscription to EnergyQuarterly;

c. we may take action against you in respect of any loss or damage that we suffer because of your breach; and

d. those restrictions imposed on you by these Terms (including those relating to EnergyQuest's IP) will continue to apply, even after the termination of the Consultancy.

12. For the purposes of these Terms:

a. "you" and "your" refers to:

in the case of a subscription to EnergyQuarterly for a limited-user licence, the subscriber and/or the holder(s) of that limited-user licence;

in the case of a corporate subscription to EnergyQuarterly, the subscriber and each of those of the subscriber's authorised employees to whom EnergyQuarterly is distributed; and

in all other cases the person who has engaged EnergyQuest,

b. "us", "we" and "our" refers to EnergyQuest Pty Ltd.

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