

## **GPinfo Petroleum Permits of Australasia 2016**

### **Terms and conditions of use**

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

#### **1. Definitions**

"Order Form" means the online Order Form completed and submitted by the Customer that specifies the Permit Product(s) purchased by the Customer.

"Permit Product(s)" means the applicable hardcopy Permit Maps and/or electronic Permit eBooks 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), Pitney Bowes grants to the Customer a non-exclusive, non-transferable and perpetual right and licence to use the Permit Product(s) for its business purposes and which must only be used by the Customer.

(b) The Customer must not publish, distribute, sub-licence, or otherwise share (regardless of the media form) 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 Pitney Bowes on the date the Order Form is signed by the Customer, subject to thirty (30) days credit terms.

#### **4. Ownership**

Pitney Bowes 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). Pitney Bowes and its third party providers reserve all rights not expressly granted to the Customer herein.

#### **4. Updates**

The Customer will be entitled to receive updates as and when released by Pitney Bowes of the electronic Permit eBooks from the date of purchase under the Order Form up until the commencement of the next APPEA Conference.

#### **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), Pitney Bowes 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, Pitney Bowes 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), Pitney Bowes 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, Pitney Bowes' 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 Pitney Bowes 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.