

1 DEFINITIONS

In these Terms of Use

- a) '**CDA**' shall mean Common Data Access Limited, a company registered in England and Wales whose registered office is at 2nd Floor 232-242 Vauxhall Bridge Road, London SW1V 1AU;
- b) '**CDA Products**' shall mean public information and compilations of public information obtained by CDA and other information that CDA has a right to make available to User (s) and or Subscriber(s) in the form made available by CDA;
- c) '**Company**' shall mean a company which is a subscriber and any affiliated subsidiary or holding company of which that company is a subsidiary.
- d) '**DEAL**' shall mean the website located at www.ukdeal.co.uk;
- e) '**Download(ing)**' shall mean requesting and receiving electronic files containing compilations of CDA Products from DEAL;
- f) '**Email Suffixes**' shall mean the root of an email address (for example '@[name].com'; or '@[name].co.uk' or '@[name].nl');
- g) '**Help Desk**' shall mean the DEAL Help Desk details of which can be found on DEAL.
- h) '**Subscribers**' shall mean i) individuals and other legal entities that have registered to use DEAL and have paid a subscription to CDA to Download CDA Products during a specified term and ii) those companies which currently contribute to the funding of DEAL through Oil & Gas UK Membership.
- i) '**User(s)**' shall mean individuals who have registered to use DEAL and who have been permitted by CDA to View CDA Products on DEAL but who are not entitled to Download the CDA Products;
- j) '**View(ing)**' shall mean visual inspection of CDA Products displayed on computer screens;

2 OBLIGATIONS OF CDA

- a) CDA shall (whether itself or via its sub-contractor or sub-contractors) manage, operate and develop DEAL and use its reasonable endeavours to ensure that DEAL is available to Users and Subscribers.
- b) CDA shall use its reasonable endeavours to make available and update from time to time the CDA Products available for Viewing or Downloading.
- c) CDA will provide a Help Desk to handle technical/system enquiries.

3 USER AND SUBSCRIBER OBLIGATIONS & RIGHTS

3.1 Users and Subscribers

- a) Each User or Subscriber agrees to provide accurate, current and complete information about themselves (and about their organisation where applicable) as may be prompted by any registration forms on DEAL ('Registration Data').
- b) Each User or Subscriber agrees to maintain and promptly update the Registration Data to keep it accurate, current and complete. Registrations will be valid for six months and will then need to be renewed.
- c) Each User or Subscriber agrees to maintain the security of any password and identification allocated to it or its company by CDA. The User or Subscriber agrees to inform the Help Desk immediately if it has reason to believe that the password has become known to someone not authorised to use it. If CDA reasonably believes that there is likely to be a breach of security or misuse of the service it may change the password immediately and notify the User or Subscriber accordingly.

3.2 Users

- a) Subject to the other terms of these Terms of Use, CDA grants to the User a non-exclusive, non-transferable, non-assignable, revocable right and license to View and print but not to Download, the CDA Products.
- b) Save as set out above the User may not store CDA Products electronically or otherwise use the CDA Products.

3.3 Subscribers

- a) Subject to the other terms of these Terms of Use, CDA grants to the Subscriber a non-exclusive, non-transferable, non-assignable, revocable right and license to Download and use, but not to own, the CDA Products.
- b) The Subscriber may store in memory, manipulate, copy, analyze, reformat, print and display CDA Products, but such use may only be for personal or internal business purposes and not for retransmission, license, sale, distribution or use by or for third parties. This does not prevent the Subscriber from creating derivative products based on the information contained in CDA Products provided such derivative products have added value and are not substantially similar to CDA Products.
- c) The Subscriber agrees to pay CDA the annual subscription fees as set out on DEAL from time to time.

TERMS OF USE



- d) The Subscriber agrees to inform CDA of the appropriate Email Suffixes for its organisation. Any person with an Email Suffix as specified by the Subscriber who registers as a User will be entitled to the benefit of the licence set out in clause 3.3(a).
- e) The Subscriber agrees to inform CDA in writing or by email when any registered User from their organisation either ceases employment with that organisation or is no longer an authorised user.

4 TERM AND TERMINATION

4.1 Term

- a) By ticking the "Accept" box upon completing the DEAL registration process, the User or Subscriber is deemed to have read and accepted these Terms of Use.
- b) The User may terminate this licence at any time by discontinuing all use of DEAL.
- c) The Subscriber may terminate this licence at any time by giving written notice to CDA and discontinuing all use of DEAL but no refund will be payable of any then current subscription.
- d) The Subscriber will be advised of the subscription fee for the next annual term in advance of the expiry of their current subscription term and be invited to renew their current subscription for a successive annual term. So long as Subscriber is not in breach of these Terms of Use, the subscription will be renewed provided the renewal payment has been received in advance of the expiry of current subscription term or unless the Subscriber provides CDA with written notice of its intent not to renew no less than thirty days prior to the end of the initial or any renewal term.

4.2 CDA's Right to Terminate Access without Notice

- a) CDA has the right to terminate User or Subscriber access to DEAL without notice for:
 - i. any conduct on the part of the User or the Subscriber that CDA in its sole but reasonable discretion believes is in violation of any applicable law or is harmful to the interests of another User or Subscriber, third party providers of data to CDA, a sub-contractor or CDA; or
 - ii. an attempt by the User or the Subscriber to disrupt or interfere with CDA's servers, networks, computer programs, information or services; or
 - iii. if the User or Subscriber discloses or attempts to disclose or disseminate any CDA Products or information in violation of these Terms of Use.
- b) Further, any unauthorized or prohibited use may additionally subject the User or the Subscriber to civil liability and criminal prosecution under applicable laws.
- c) In addition to any other remedies available to CDA hereunder, at law or in equity, if CDA determines that the User or Subscriber has allowed or committed access in violation of this Agreement, then CDA may halt, restrict or limit subscription, access to the CDA Products, require additional user registration or authentication information, or charge additional charges, for which the User or Subscriber (as applicable) will be solely responsible to pay.

5 INDEMNITY

The User and/or Subscriber agree to indemnify and hold CDA, its affiliates, subsidiaries, parents, sub-contractors and third party providers from whom CDA has obtained data, harmless from and against any claims, damages and expenses, including legal and professional fees, arising from or in connection with all use of DEAL or the CDA Products under the User and or the Subscriber's password even if the User or the Subscriber allows some other person to use his, her or its password.

6 DISCLAIMER

- a) While CDA will use reasonable endeavours to keep the information contained on DEAL accurate, CDA cannot and does not guarantee the accuracy of any such information. CDA accepts no responsibility, and shall have no liability, for any loss or damage, which may arise from using or relying on the information contained on DEAL.
- b) CDA Products are provided "AS IS" and use of and access to the CDA Products and DEAL is at the User's and the Subscriber's sole risk.
- c) CDA does not guarantee that access to any CDA Product will be uninterrupted, available, accessible or error free or that DEAL or any CDA Product will be free of infection by "viruses", "worms", "Trojan horses" or other contaminating or destructive properties. It is each Subscriber's responsibility to check all Downloaded CDA Products before any further use.
- d) Links to other websites may be included on DEAL but are only provided for general information. CDA accepts no responsibility, and shall have no liability, for any information contained on any such website or for any use or reliance placed on the information contained on any such website.

7 LIMITATION OF LIABILITY

- a) To the maximum extent permissible under the governing law, neither CDA nor its sub-contractors nor third party providers of data to CDA are or shall be liable to the User or to the Subscriber or any other party in contract, tort (including liability for negligence) or otherwise or for any damages, including without limitation, direct, indirect, special, lost profit, punitive, incidental or consequential damages, arising out of or in connection with the DEAL website or the use of a CDA Product, even if advised of the possibility of such damages.
- b) CDA does not limit or exclude its liability for death or personal injury caused by its negligence or any other liability the limitation or exclusion of which is prohibited by law.
- c) Save as expressly specified in these Terms of Use, all warranties (including warranties as to fitness for purpose or satisfactory quality), conditions or other terms implied by statute, common law, or otherwise are excluded to the fullest extent permitted by law.

8 PRICING AND PAYMENT

8.1 Subscription Pricing

- a) Current subscription prices are displayed on DEAL.
- b) Subscription prices on DEAL are quoted inclusive of VAT
- c) The Subscriber agrees that CDA may revise the pricing of subscriptions at any time at its discretion. The pricing for any renewal term will be notified to the Subscriber in its renewal notice.

8.2 Subscription Payments & Invoicing

- a) Subscription payments shall be paid annually in advance, either online in which case they shall be effected by the Subscriber immediately using DEAL's online payment service or via invoice in which case the full amount quoted on the invoice will be payable by the Subscriber within a period of thirty days of the date stated on the invoice.
- b) CDA reserves the right to (i) restrict access to Downloading CDA Products until full payment has been received; and/or (ii) impose interest on overdue amounts at the base rate of Barclays Bank plc plus 3% per annum from the due date until the date of payment in full.
- c) The Subscriber is responsible for all charges incurred in connection with its subscription, all applicable taxes, delivery charges, telephone, hardware and connection charges.
- d) The Subscriber is liable for all collection and reasonable legal charges arising from CDA's efforts to collect any overdue amounts.
- e) Subscription payments may be made by Electronic Funds Transfer upon request to CDA.

8.3 Refund Policy

- a) All subscription charges are non-refundable.
- b) The Subscriber will not receive credit or refund in any form, for any unused usage upon termination of the subscription purchase.

8.4 Credit/Debit Card Payments

- a) All credit/debit cards will be debited in Pounds Sterling by the Subscriber(s) bank or building society on behalf of CDA.
- b) If the Subscriber is under 18 or the Subscriber is not using their own credit/debit card to pay for the subscription, the Subscriber must ask the permission of the credit/debit card holder before entering the payment details. By clicking "Submit Payment" the Subscriber is confirming that they have obtained the express prior permission of the credit/debit card holder.
- c) When the Subscriber clicks "Submit Payment" to submit their order online or alternatively if they fax, email, post or telephone CDA with details of their order, they are making an offer to take out a subscription which if accepted by CDA, will result in a binding contract.
- d) Credit/debit card will only be debited once "Submit Payment" has been clicked, the Subscriber will then be directed to a page confirming either a successful or declined payment. If successful the Subscriber will receive an order confirmation provided that the email address supplied is a valid email address.
- e) CDA reserves the right not to accept or process subscription order(s) for any reason. All order(s) are subject to validation checks and authorisation by the Subscriber's payment card issuer.

8.5 Right to refuse Subscriptions

CDA reserves the right not to fulfil and to cancel the subscription if CDA is unable to obtain payment authorisation from the issuer of your payment card.

9 **PRIVACY POLICY**

- a) This Privacy Policy is incorporated into and is a part of the Terms of Use; it describes CDA's policies and procedures for the collection and use of personal information ('Personal Data') provided by the User/ Subscriber.
- b) CDA may collect and use Personal Data directly from the User/ Subscriber when registering on DEAL. The types of Personal Data that CDA may collect include the User's or Subscriber's e-mail address, internet domain, IP address, full name, title, company type, address and work phone numbers.
- c) CDA does not sell, rent or lease its user lists or Personal Data to third parties.
- d) By using or accessing DEAL, the User/ Subscriber expressly consents to any collection, processing, use or transfer of such Personal Data reasonably necessary in order to provide the User/Subscriber with access to DEAL, information relating to the use of DEAL or the Downloading of CDA Products requested by the Subscriber.
- e) CDA will not be liable to the User/Subscriber or any third party for damages resulting from the processing, use, transfer or collection of any Personal Data.
- f) CDA may store Personal Data and disclose it if required to do so by law to respond to claims that any content violates third party rights or to protect the rights, property or personal safety of CDA, the Users or Subscribers and the public.
- g) CDA may also disclose Personal Data without notice, if required to do so by law or in the good faith belief that such action is necessary to: (i) comply with legal process served on CDA; or (ii) protect and defend CDA property rights in and to CDA Products, or the security or safety of its Users or Subscribers and DEAL.
- h) CDA reserves the right to collect user information via "cookies." Cookies are text files placed by a user's browser by a web server to the user's hard disk, and are an industry standard used by most major websites. They cannot be used to run programs or deliver viruses to your computer. Users and Subscribers have the option to set their browsers to refuse cookies but the User/Subscriber acknowledges that this may interfere with access to and use of DEAL.
- i) CDA employs security measures to protect Personal Data from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage.
- j) CDA will retain Personal Data for a reasonable period or as long as the law requires.
- k) CDA may store Personal Data in its customer management system.
- l) If an individual resident in a Member State of the European Union, the User/Subscriber acknowledges and agrees that CDA may collect, use and disclose Personal Data as described in this Privacy Policy and any amendments hereto. The User/Subscriber also acknowledges and agrees that CDA may transfer Personal Data outside of the European Union for purposes described in this Privacy Policy. The User/Subscriber is entitled to see the Personal Data held about him/her and to request any necessary changes to ensure that it is accurate and kept up to date. Any User/Subscriber wishing to do this should contact the Commercial Manager as specified below. CDA is entitled by law to charge a fee of £10 to meet its costs in providing any person with details of Personal Data held about that person.
- m) CDA may from time to time post changes to the Privacy Policy. In such instances CDA will post such changes on DEAL and CDA would invite Users/Subscribers to review this Policy from time to time to keep abreast of any changes to it.
- n) For further information on the Privacy Policy contact: The Commercial Manager of CDA located at 232-242 Vauxhall Bridge Road London SW1V 1AU, telephone: 020 7802 2434, fax: 020 7802 2401, e-mail: subscriptions@cdal.com

10 **ENTIRE AGREEMENT**

- a) These Terms of Use set forth the entire agreement of the parties with respect to the use of DEAL, and supersede any prior agreements, promises, representations, understandings and negotiations between the parties, including terms or conditions on any other purchase order issued by or to the User or the Subscriber. **Notwithstanding anything to the contrary herein, where the User or the Subscriber has executed a written agreement with CDA the terms and conditions of such written agreement shall govern and supersede the terms and conditions of these Terms of Use.**
- b) These Terms of Use may not be altered by action, inaction or course of dealing between the parties. These Terms of Use may only be altered by (a) written mutual agreement between CDA and the User or the Subscriber; or (b) CDA posting revisions on DEAL which shall take effect thirty days after posting.
- c) Nothing herein shall operate to limit or exclude any liability of either CDA or the User or the Subscriber which by law it cannot exclude, including fraud and fraudulent misrepresentations.

11 **GENERAL**

- a) No Subscriber or User may assign or transfer or attempt to assign or transfer its rights under these Terms of Use in whole or in part.
- b) CDA will not be liable if it cannot perform its obligations as set out in these Terms of Use because of circumstances beyond its control such as technical failure, severe weather, fire or explosion, civil disorder, war or military operations, natural or local emergency, anything done by government or other competent authority or industrial disputes of any kind.

TERMS OF USE



12 THIRD PARTY RIGHTS

No person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of these Terms of Use.

13 NOTICES

Any notices from CDA required or permitted will be given by: (i) electronic mail to the address of the User or Subscriber indicated on the registration form; or (ii) conventional mail to a Subscriber's billing address. Any notices a User or Subscriber is required or permitted to give to CDA may be sent to Common Data Access Limited for the attention of the Commercial Manager located at 232-242 Vauxhall Bridge Road, London SW1V, telephone: 020 7802 2434, fax: 020 7802 2401, e-mail: subscriptions@cdal.com

14 COMPLIANCE WITH LAWS

These Terms of Use are governed by English law. Each User and Subscriber hereby irrevocably submits to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where he, she or it is based.