These terms and conditions apply between you, the User of this Web Site and GeoPlacer LTD, the owner and provider of this Web Site. As a User of this site, you must carefully read and agree to the terms set out below prior to access. If you do not wish to be bound by these terms, you may not access or use this site.

**1.0**  **DEFINITIONS AND INTERPRETATION**

For the purpose of this document, the following terms shall have the following meanings:

|  |  |
| --- | --- |
| **“Account”** | means collectively the personal information, and credentials used by Users to access Material and / or any communications System on the Web Site; |
| **“Content”** | means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site; |
| **“Cookie”** | means a small text file placed on your computer by GeoPlacer when you visit certain parts of this Web Site.  This allows us to identify recurring visitors and to analyse their browsing habits within the Web Site. Further details are contained in Section 2.0 of this Policy; |
| **“Data”** | means collectively all information that you submit to the Web Site.  This includes, but is not limited to, Account details and information submitted using any of our Services or Systems; |
| **“Database”** | means collectively all of the information submitted by all Users of the Web Site. This includes but is not limited to, account details and information submitted using any of our Services or Systems; |
| **“Designated Officer”** | means the GeoPlacer representative appointed with the specific responsibility of overseeing data protection and ensuring compliance with the act |
| **“GeoPlacer” /**  **“Geoplacer.com”/**  **“Company” /**  **“Service Provider” /**  **“Database Owner”**  **“Information”** | means GeoPlacer Ltd a company registered in the United Kingdom under number 409053 whose registered office is at 100 Union Street  Aberdeen, Scotland, AB210 1QR      means any facts or knowledge obtained by any party under the terms of this agreement. |
| **“Service”**      **“Subscriber”** | means collectively any online facilities, tools, services or information that GeoPlacer makes available through the Web Site either now or in the future;  means any individual or company that has registered as a user of the GeoPlacer Web Site. |
| **“System”** | means any online communications infrastructure that GeoPlacer makes available through the Web Site either now or in the future.  This includes, but is not limited to, web-based email, message boards, live chat facilities and email links; |
| **“The Act”** | means the 1998 Data Protection Act |
| **“User” / “Users”** | means any third party that accesses the Web Site and is not employed by GeoPlacer and acting in the course of their employment; and |
| **“Web Site”** | means the website that you are currently using (www.geoplacer.com) and any sub-domains of this site (e.g. www.geoplacer.com/registration) unless expressly excluded by their own terms and conditions. |

1.1          Unless the context otherwise requires, each reference in this Agreement to:

1.1.1    “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.1.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.1.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

1.1.4 a Schedule is a schedule to this Agreement; and

1.1.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.1.6   a "Party" or the "Parties" refer to the parties to this Agreement.

1.2 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.3      Words imparting the singular number shall include the plural and vice versa.

1.4          References to any gender shall include the other gender.

**2.0 TERMS OF USE**

This agreement applies as between you, the User of this Web Site and GeoPlacer, the owner(s) of this Web Site.  Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately.

**2.1**   **Intellectual Property**

2.1.1 All Content included on the Web Site, unless uploaded by Users, including, but not limited to, the concept, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of GeoPlacer Ltd, our affiliates or other relevant third parties.  By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.

2.1.2 Subject to sub-clause 2.1.3 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by GeoPlacer.

2.1.3 Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

2.1.4 Copyright Notice: © GeoPlacer, All Rights Reserved. The content of this website is protected by the copyright laws of the United Kingdom and by international laws and conventions. No content from this website may be copied, reproduced or revised without the prior written consent of GeoPlacer. Copies of content may be saved and/or printed for personal use only.

2.1.5 Registered Trademark Notice:

GeoPlacer ® is a registered trademark of GeoPlacer LTD

**2.2**   **Links to Other Web Sites**

This Web Site may contain links to other sites.  Unless expressly stated, these sites are not under the control of GeoPlacer or that of our affiliates.  We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them.  The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

**2.3**   **Links to this Web Site**

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site www.geoplacer.com without prior permission.  Deep linking (i.e. links to specific pages within the site) requires the express permission of GeoPlacer.  To find out more please contact us by email at info@geoplacer.com or by telephone +44 (0)1224 703884.

**2.4**   **Disclaimers**

2.4.1 GeoPlacer makes no guarantee or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.

2.4.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

**2.5**  **Availability of the Web Site**

The Service is provided “as is” and on an “as available” basis.  We give no warranty that the Service will be free of defects and / or faults.  To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

GeoPlacer accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

**2.6 Cookies**

2.6.1 GeoPlacer may set and access Cookies on your computer.  All Cookies used by the Web Site are used in accordance with the provisions of the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011. GeoPlacer has carefully chosen these Cookies and uses them to facilitate certain functions and features of the Web Site. We also use Cookies for analytics purposes.  These Cookies track your movements and activities on the Web Site and are designed to give us a better understanding of our users, thus enabling us to improve the Web Site and our services.

2.6.2 By agreeing to the terms and conditions herein, you agree to allow the Web Site to set Cookies on your computer. Users have the right to opt out of this at any time and can do so by contacting GeoPlacer directly. None of the Cookies set by the Web Site jeopardise your privacy in any way and no personal data is collected.  By allowing the setting of our Cookies you are enabling us to provide the best possible experience and service to you through our Web Site.  If you wish to deny your consent to the placing of Cookies, certain features of the Web Site may not function fully or as intended.

2.6.3 Certain features of the Web Site depend upon Cookies to function. You will not be asked for your consent to place these Cookies however you may still disable cookies via your web browser’s settings, as set out in sub-Clause 2.6.2.

2.6.4 You can choose to enable or disable Cookies in your web browser.  By default, your browser will accept Cookies, however this can be altered.  For further details please consult the help menu in your browser.  Disabling Cookies may prevent you from using the full range of Services available on the Web Site.

2.6.5 You may delete Cookies at any time however you may lose any information that enables you to access the Web Site more quickly.

2.6.6 It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your browser if you are unsure as to how to adjust your privacy settings.

**2.7**   **Limitation of Liability**

2.7.1 To the maximum extent permitted by law, GeoPlacer accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

2.7.2 Nothing in these terms and conditions excludes or restricts GeoPlacer’s liability for death or personal injury resulting from any negligence or fraud on the part of GeoPlacer.

2.7.3 Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977.  However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions.  This term shall apply only within jurisdictions where a particular term is illegal.

**2.8**   **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

**2.9**   **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

**2.10**   **Notices**

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to info@geoplacer.com  Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

**2.11**          **Law and Jurisdiction**

These terms and conditions and the relationship between you and GeoPlacer shall be governed by and construed in accordance with Scottish Law and GeoPlacer and you agree to submit to the exclusive jurisdiction of the Courts of Scotland.

**3.0 SERVICE AGREEMENT**

**WHEREAS:**

(1)       The Service Provider (GeoPlacer) is engaged in the business of providing Services in relation to the oil and gas industry and has reasonable skill, knowledge and experience in that field.

(2)       In reliance upon that skill, knowledge, and experience the Web Site User wishes to engage the Service Provider to provide certain services and the Service Provider has agreed to accept the engagement on the terms and conditions of this Agreement.

**3.1** **Provision of the services**

3.1.1 The Service Provider shall, throughout the continuance of this Agreement, provide the Services to the User and the User shall promptly obtain, maintain and make available all necessary assets, equipment, resources, personnel, capital and other facilities required for the provision of the Services.

**3.2**   **User’s Obligations**

3.2.1    The User shall provide the Service Provider with such technical advice in connection with the performance of the Services as the Service Provider may from time to time reasonably require and provide the Service Provider with all necessary material which the User requires to be observed.

3.2.2    The User shall provide the Service Provider with any information reasonably required before the commencement of the Services.

3.2.3    The User and the Service Provider shall each use their reasonable endeavours to keep each other informed of any special requirements (including statutes and codes of good practice) applicable to the rendering of the Services.  To the extent necessary and appropriate the Service Provider shall promptly take steps to comply with any such special requirements.

3.2.4    In the event that the User or any third party, not being a subcontractor of the Service Provider, shall omit or commit anything which prevents or delays the Service Provider from undertaking or complying with any of its obligations under this Agreement, then the Service Provider shall notify the User as soon as possible and the Service Provider shall have no liability in respect of any delay in the provision of the Services so occasioned.

3.2.5    The User will make every possible endeavour to ensure that the Data entered into the Web Site is accurate and relevant. Failure to do so could result in the User’s access privileges being revoked.

**3.3**   **Term and Termination**

3.3.1    This Agreement shall come into force with immediate effect.

3.3.2    GeoPlacer reserves the right to terminate User’s access to the website at any point and may do so without explanation.

**3.4**   **Effects of Termination**

3.4.1 Upon the termination of this Agreement for any reason:

3.4.1.1  any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;

3.4.1.2 Clause 3.5 shall remain in effect;

3.4.1.3 each Party shall (except to the extent referred to in Clause 3.8 forthwith cease to use, either directly or indirectly, any Information, and shall forthwith return to the other Party any documents in its possession or control which contain or record any Confidential Information.

**3.5       Confidentiality**

3.5.1 Each Party undertakes that, except as provided by Clause 3.2 or as authorised in  writing by the other Party, it shall, at all times:

3.5.1.1 keep confidential all Information;

3.5.1.2 not disclose any Information to any other person;

3.5.1.3not use any Information for any purpose other than as contemplated by and subject to the terms of this Agreement;

3.5.1.4 not make any copies of, record in any way or part with possession of     any Information; and

3.5.2 Either Party may disclose any Confidential Information to:

any sub-contractor or supplier of that Party;

any governmental or other authority or regulatory body; or

any employee or officer of that Party or of any of the aforementioned    persons;

to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 3.5.2.2 above or any authorised employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

3.5.3 Neither Party may:

3.5.3.1 use any Information obtained from GeoPlacer for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

3.5.3.2 The provisions of this Clause 3.5 shall continue in force in accordance   with their terms, notwithstanding the termination of this Agreement for any reason.

**3.6 Time**

GeoPlacer shall use all reasonable endeavours to complete provision of the Services within estimated time frames but time shall not be of the essence in the performance of any Services.

**3.7** **Relationship of the Parties**

3.7.3 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other Party for any purpose.

3.7.4 Subject to any express provisions to the contrary in this Agreement, the Service Provider shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the User or bind the User in any way.

**3.8** **Liability**

Any act or omission of any subsidiary, employee, contractor, representative or agent of the User involved in the performance of this Agreement shall be considered in relation to this Agreement as an act or omission of the User.

**3.9 Severance**

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement.  The remainder of this Agreement shall be valid and enforceable.

**3.10 Law and Jurisdiction**

3.10.3 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Scotland.

3.10.4 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Scotland.