

WWW.BIGOIL.NET WEBSITE TERMS AND CONDITIONS

By using or subscribing to this website you agree to be bound by these terms and conditions (“Terms and Conditions”) and, in particular, you agree and accept the disclaimers and limitations of liability contained in the Terms and Conditions. If you do not agree to and accept these Terms and Conditions please leave this website immediately.

1. Definitions

In these Terms and Conditions:

- 1.1 ‘our site’ means the website accessed via the website address “www.bigoil.net”;
- 1.2 ‘our’, ‘we’ and ‘us’ means Big Oil Associates Limited and, where applicable, its officers, employees and authorised agents;
- 1.3 ‘Material(s)’ means material relating to the Services provided on our website or sent to you by e-mail, text message or otherwise for which a subscription fee is payable and includes any ancillary software, including without limitation “Talkback” software, supplied by us;
- 1.4 ‘Services’ means any services provided by us through this website;
- 1.5 ‘Subscription’ means your right to use the Services and the Materials;
- 1.6 ‘Subscription Fee’ means the subscription fee agreed with us for receiving all or any of the Services available on our site for a period of twelve months and payable in advance or in twelve monthly instalments by Direct Debit.
- 1.7 ‘you’ and/or ‘your’ means the person or organisation entering into this agreement with us by accepting these Terms and Conditions;
- 1.8 ‘your business’ means the filling station(s) on behalf of which we have agreed that you may use our site.

2 Terms of Use of Our Site

- 2.1 We will permit you to access, use and interact with our site subject to these Terms and Conditions.
- 2.2 Our site is directed exclusively at commercial enterprises in the United Kingdom and Ireland.
- 2.3 You are permitted to search, view, copy, print out and use the Materials and to use the Services provided on our site for your own business use.

3 Your Obligations

3.1 You will not:

- 3.1.1 copy, print out or otherwise reproduce any part of the Materials, except as permitted by these Terms and Conditions or authorised by us in writing;
- 3.1.2 make any part of the Services or Materials available to any third party other than to your employees for the sole purpose of use in your business, except as permitted under this agreement or authorised by us in writing;
- 3.1.3 alter any part of the Materials; or
- 3.1.4 assign or otherwise dispose of all or any of your rights under these Terms and Conditions.

3.2 You will take reasonable steps to ensure that no persons, other than those authorised hereunder, access the Services using accounts created with your username and password.

3.3 You are responsible for configuring your information technology, computer programs and platform in order to access the Services and/or Materials. Notwithstanding sub-paragraph 4.1.3 below, you should use your own virus protection software.

4 Our Obligations

4.1 We will:

- 4.1.1 exercise reasonable care in compiling our site;
- 4.1.2 use reasonable efforts to make our site available;
- 4.1.3 take reasonable steps to ensure that any software and data files supplied to you as part of the Services are virus-free;
- 4.1.4 take reasonable steps to ensure that the Services are continuous and that any interruptions to access to our site by any event within our control are kept to a minimum;
- 4.1.5 use reasonable endeavours to secure any personal data, bank details and credit card information you give us.

5 Subscription to Our Site

- 5.1 We authorise you to use the Services and Materials subject to payment of the Subscription Fee. You may authorise any of the employees of the your business provided that such authority extends only to use of the Services and Materials in your business only. This authority starts when you enter into this agreement and ends if your Subscription is terminated or is suspended.
- 5.2 If you fail at any time to pay the Subscription Fee due in accordance with these Terms and Conditions we may, in our discretion and without prejudice to our other rights, deny you access to those areas of our site which are exclusively available to subscribers and/or suspend your Subscription. We need not provide you with advance notice in such circumstances.
- 5.3 In consideration of your being allowed to use the Services and Materials, you agree:
- a) to provide true, accurate, current and complete information about yourself when prompted by our registration form or any other form we ask you to complete at any time, and
 - b) to maintain and update promptly any personal information which you are able to update on our site so as to keep it true, accurate, current and complete.
 - c) to install, and to keep installed while your Subscription is in force, the 'Talkback' software on your Electronic Point Of Sale ("EPOS").
- 5.4 No person other than you or any employees you have authorised under clause 5.1 is authorised to use your username or password. You must keep your username and password confidential and take all reasonable precautions to prevent unauthorised use thereof. If you suspect that anyone else has used or is using your username or password, you must notify us immediately. You are responsible for all use of our site with your username or password whether or not the use was actually yours.

6 EPOS Information

Having the "Talkback" software installed on your EPOS allows us to obtain certain information about the goods purchased from such EPOS. By subscribing to our site you agree and acknowledge that we may freely use such information and disclose such information to third parties for marketing and analysis purposes.

7 Platts Market Data and Esmerk Reports

- 7.1 The Platts Market Data feeds and Esmerk business news reports (the "Daily Reports") consist of information provided to us by third parties. Accordingly, we will not be liable in any way whatsoever for:
- (a) any of the content of the Daily Reports;
 - (b) any technical, factual, textual or typographical inaccuracies, errors or

omissions in the Daily Reports;

- (c) any delay or failure in the provision of the Daily Reports or any of them; and/or
- (d) your reliance on the Daily Reports which will be entirely at your own risk

and we make no warranties or representations that such Daily Reports will be accurate and/or up to date.

8 Fast Finance, Fast Insurance and Fast Credit Check

Fast Finance, Fast Insurance and Fast Credit Check is a Service provided by us whereby you are introduced to third party service providers. By using such service you will be entering into a separate contract with the relevant third party service provider. Accordingly we will not be liable in any way whatsoever in connection with such introduction by us and we make no representations, warranties, endorsements or recommendations with regard to any products and/or services you may receive from such third parties.

9 Big Deals

- 9.1 In making any purchase of any goods and/or services advertised in our “Big Deals” section you will be entering into a separate contract with a third party supplier. Accordingly we will not be liable in any way whatsoever and we make no representations, warranties, endorsements or recommendations in connection with any products and/or services purchased from such third parties.
- 9.2 All and any offers relating to goods and/or services advertised in the “Big Deals” section are subject always to availability and to change and/or withdrawal at the supplier’s option. We will have no liability whatsoever for any change to, or unavailability of, any such offers.

10 Bulletin Board

- 10.1 It is a condition of your Subscription that any use by you of our site’s bulletin board will not be, or be capable of being, defamatory, blasphemous, obscene or otherwise offensive. In the event that you or any person authorised to use our site by you hereunder posts any material on our site’s bulletin board which is, in our sole opinion, defamatory, blasphemous, obscene, offensive, infringes the rights of any person or is otherwise illegal, we reserve the right to censor and/or remove all and any offending statements, phrases, words and/or graphical items without prior notice.
- 10.2 In the event of a repeated and/or flagrant breach of the provisions of clause 10.2 above, we reserve the right, at our sole discretion, to immediately suspend or terminate your Subscription, without prior notice and without refund of the Subscription Fee or any part thereof, as we feel necessary to protect our interests and the integrity of our site in the circumstances.

11 Classified Advertisements

- 11.1 From time to time, subscribers to our site will be entitled to post classified advertisements for goods and/or services on our site. We will not be liable in any way whatsoever and we make no representations, warranties, endorsements or recommendations in connection with any products and/or services purchased from other subscribers or any other person in response to such classified advertisements.
- 11.2 In the event that you or any person authorised to use our site by you hereunder places a classified advertisement which:
- (a) is or contains material which is, in our sole opinion, defamatory, blasphemous, obscene, offensive, infringes the rights of any person or is otherwise illegal; or
 - (b) advertises goods and/or services which, in our sole opinion, are obscene, offensive, infringe the rights of any person or are otherwise illegal

we reserve the right to censor and/or remove all and any such classified advertisements without prior notice.

12 Big Oil Retail Assessment

- 12.1 By using our site you consent to our use of all and any price data uploaded by you for the purpose of producing the Big Oil Retail Assessment.
- 12.2 The information which constitutes the Big Oil Retail Assessment is provided solely by subscribers to our site and accordingly we will not be responsible or liable in any way whatsoever for any technical, factual, textual or typographical inaccuracies, errors or omissions in the Retail Price Change Report.

13 General Disclaimer and Limitation of Liability

- 13.1 We are providing our site on an 'as is' basis and make no representations or warranties of any kind with respect to the contents of our site, the Materials or the Services, and disclaim all such representations and warranties. In addition, we make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and any related graphics published on our site. The information contained on our site may contain technical inaccuracies or typographical errors. Any and all liability howsoever arising for any such inaccuracies or errors or for
- a) any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to our site or any information on our site, the Materials and/or the Services;
 - b) the unavailability of our site (or any part of it) or any materials and/or services;
 - c) any statement made by third parties using our site;
 - d) any delay in providing, or failure to provide or make available, services or

materials any negligent provision of Services and/or Materials; or

- e) any goods purchased in response to Big Deals, Classified Advertisements or any other feature on our site not being of satisfactory quality or fit for their intended purpose; or
- f) any misrepresentation on or relating to our site or Services or Materials, (other than a fraudulent misrepresentation made by us or on our behalf)

is expressly excluded to the fullest extent permitted by law.

13.2 Neither we nor any of our directors, employees or other representatives will be liable for any loss or damage arising out of or in connection with the use of our site, including by way of negligence. **This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.**

13.3 We do not warrant or represent that:

- (a) access to our site and/or the Services, or any part thereof will be uninterrupted, reliable or fault free;
- (b) the Services, or any services (whether or not provided by us) will be provided with due care and skill;
- (c) our site and/or the Services and/or the Materials or any of their contents will be accurate, complete or reliable; or
- (d) any goods (whether or not provided by us) will be of satisfactory quality or will be fit for any purpose (even if that purpose has been previously notified to us).

13.4 Notwithstanding the foregoing, none of the exclusions and limitations in this paragraph 13 are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit our liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

13.5 You should note in particular that:

- 13.5.1 the Materials include archived information and resources, which may be incorrect or out of date;
- 13.5.2 the Services and/or Materials and our means of delivering them may be incompatible with your software or computer configuration; and
- 13.5.3 we may change or withdraw part or all of any Services at our discretion.

13.6 You agree that each of these limitations is reasonable having regard to the nature of our site and in particular given that when you purchase information, goods or services through our site you will enter into a separate contract with

the supplier in each case.

- 13.7 Each of the above exclusions or limitations shall be construed as a separate, and severable, provision of these Terms and Conditions.

14 Information and Data Protection

- 14.1 During the registration process or at any subsequent time when you may answer questions or when “cookies” may be used we may collect and process the personal information you have provided. We may use information we have collected for improving and running our site, providing usage statistics and other feedback to business and advertisers who provide or contribute to the contents of our site and for any other purpose to which you consent. If you wish to object to such collection, processing and/or use of information, please contact us.
- 14.2 We follow appropriate security procedures in the storage of personal information so as to prevent unauthorised access by third parties. However, the Internet is not a totally secure medium and you acknowledge and agree that, to the fullest extent permitted by law, we shall not be responsible for any unauthorised use, distribution, damage or destruction of personal data.

15 Cookies

Our site uses “cookie” information collection technology. Cookies may also be used by advertisers and agencies that post adverts on our site or by companies to which we link. If you do not wish to receive cookies, it is your responsibility to either:

- (a) contact us; or
- (b) use a browser which does not (or is configured not to) accept cookies (which may then limit the functionality of our site).

16 Links to Other Sites

Certain links, including hypertext links, in our site will take you outside our site. Links are provided for your convenience and inclusion of any link does not imply endorsement, recommendation or approval by us of the linked site, its operator or its content. We are not responsible or liable in any way whatsoever for the content of any website outside our site.

17 Commencement, Payment and Termination of Subscription

- 17.1 Your Subscription commences once you have:
- (a) contacted us and we have agreed with you the specific details (including any further terms and conditions) of your Subscription; and
 - (b) paid, in cleared funds, your Subscription Fee or the first Direct Debit installment thereof

and shall continue until terminated pursuant to paragraph 17.2.

- 17.2 Where you pay your Subscription Fee yearly in advance, your Subscription Fee shall be payable within 7 days of each anniversary of the commencement of your Subscription.
- 17.3 We may terminate your Subscription immediately if you are in material breach of any of these Terms and Conditions and in particular upon any failure by you to pay your Subscription Fee in accordance with these Terms and Conditions and/or any other terms and conditions agreed between you and us. You may terminate your subscription at any time on 30 days notice to us. If we terminate your Subscription pursuant to this clause 17.3, any outstanding balance of your Subscription Fee will become immediately due and payable within 30 days of the date of such termination.
- 17.4 We may suspend your subscription for any period of time at our absolute discretion, without refund of the Subscription Fee or any part thereof:
- (a) pursuant to clause 5.2 above; and/or
 - (b) pursuant to clause 10.2 above; and/or
 - (c) if you are in material breach of any of these Terms and Conditions.
- 17.5 Any rights that have accrued to either party at the date of termination will remain enforceable after termination.

18 Internal Use Only

You agree that you will use our site only for your internal business purposes and that you shall not exploit our site or any of its contents for any other purpose.

19 Intellectual Property Rights

- 19.1 All intellectual property rights (including copyright) in the design, text, graphics and other material on our site and the selection or arrangement thereof are owned by us or other third parties. Permission is granted to electronically copy and print in hard copy portions of our site solely in connection with the acquisition of goods or services through our site. Any other use of materials on our site (including reproduction for purposes other than those noted above and alteration, modification, distribution, or republication) without our prior written permission is strictly prohibited.
- 19.2 You hereby grant to us a perpetual royalty-free, irrevocable licence to copy, issue copies, communicate to the public, make publicly available and include in a cable programme service (either in whole or in part or in a modified or edited form) any material you up-load or post to our site (whether to the bulletin board or otherwise). You acknowledge and agree that such material is not up-loaded or posted subject to any obligation of confidence.

20 Taxes

We have made every effort to make clear whether the quoted prices for goods and services available through our site include any relevant tax or duty or do not. Where in any case it is not clear please note before you make an

order that you may incur a liability to tax or duty (for example value added tax) imposed by the supplier or by operation of law that is in addition to the price.

21 Disclaimer – Use of Platts Data

This information has been obtained from sources believed reliable. However, because of the possibility of human or mechanical error by sources, McGraw-Hill does not guarantee the accuracy, adequacy or completeness of any such information and is not responsible for any errors or omissions or for results obtained from use of such information. All data is provided “as is” without warranties of any kind, express or implied. Redistribution of these proprietary price assessments is prohibited.

22 General

- 22.1 We reserve the right at any time without notice to revise the content of our site (including the services offered by us) and these Terms and Conditions. Any changes to these Terms and Conditions will be posted on our site and by continuing to use our site following any such change you will signify that you agree to be bound by the revised terms and conditions of use.
- 22.2 We reserve the right in our sole discretion to deny users access to our site or any part of our site without notice and to decline to provide any services to any user that is in breach of these Terms and Conditions.
- 22.3 If any court holds any provision of these Terms and Conditions to be void or unenforceable, it shall be deleted and the remaining provisions shall continue in full force and effect.
- 22.4 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

23 Trade marks

We are the proprietor of the Big Oil trade mark in the UK. All other trade marks, product names and company names or logos used in our site are our property or that of their respective owners. No permission is given by us in respect of the use of any such trade marks, get-up, product names, company names, logos or titles and such use may constitute an infringement of the holder’s rights.