

## **Endeavour Energy Fuels Terms of Use policy**

### **Terms of Use – Background and Purpose**

This policy is intended to be a guide to all users, recipients of data, administrators, members of the public or any other person who may view, access or use an Endeavour Petroleum Pty Ltd ACN 007 263 452 (EP) application, website or database or the related data contained in such a system.

These systems include but are not limited to Smart Device application, Voice Recognition application, Forum, Electronic Form, EP Social media platform(s) or any other system that may be used by an Officer or staff member of EP or member of the public.

In addition, this policy seeks to protect the privacy of EP personnel and their personal details as well as the integrity of information contained in EP systems. The policy also outlines the responsibilities of users of such systems.

In this policy, the expression **you** is a reference to all users, recipients of data, administrators, members of the public or any other person who may view, access or use an EP application, website, database or any other IT system or the related data contained in such a system.

### **User Responsibilities**

The following statement outlines the responsibilities of people using any IT system made available or provided by EP where data may be entered, viewed or amended.

By using an application, database, IT system or website made available or provided by EP (**IT System**) you acknowledge and agree that:

1. by logging-in to an IT System you have agreed to these terms of use and to abide by and act in accordance with this policy;
2. you are responsible for any user content posted by you on, to or in an IT System. You warrant that all user content entered into any IT System or posted on any EP website by you:
  - a. is true and correct;
  - b. is not misleading or deceptive, defamatory or obscene;
  - c. does not infringe a third party's intellectual property rights; and
  - d. can be lawfully published by EP;
3. only information relating to you or relevant to your duties as an officer or staff member of an EP entity will be accessed by you;
4. you will not change or enter any information or records relating to you except personal contact information or information that any person may change themselves through an online system. Any changes to your information outside of the personal details exception should be made by EP. Where you believe you should be entitled to change your own records (as no conflict of interest arises, either real or perceived), you must consult EP and obtain written permission to do so before such changes are made;
5. information in an IT System relating to a person will only be released in accordance with the EP Privacy Policy;
6. you will abide by any other EP policy including but not limited to Social media use and Electronic Signatures wellbeing Policies;

7. you will advise EP when you no longer need a login so that the access can be terminated;
8. EP may revoke your individual access to any IT System. You agree you shall not attempt to re-activate access without authorisation. If a dispute arises with access, EP IT shall require minuted proof of any decision made;
9. you will not knowingly give another person your password or access to any IT System without first obtaining the written permission of EP and following the proper login procedures;
10. to protect the integrity of the data contained in the IT Systems, EP will monitor usage within the IT Systems. You acknowledge that you are aware of and agree to this monitoring;
11. when using IT Systems you are governed by and must act in accordance with any relevant EP Policies (including but not limited to the EP privacy policy) and the –such policies and procedures can be viewed on the EP website or a copy can be provided upon request;
12. no personal information relating to any member or person will be accessed, viewed or amended by you except for the reasons or purpose of carrying out the job, role or function delegated to you by EP and where such access, viewing or amendment is part of the role defined in your access application and/or position description. For the avoidance of doubt, you cannot use any IT System or any information in an IT System for a personal reason or material personal benefit or to the prejudice of any other person;
13. communication with persons who are under the age of 18, using data obtained from an IT System shall be only permitted when approved by a relevant parent/guardian. The parent/guardian can enact the “**Do not send**” function at their own discretion for a minor under their care. If unsure, a user should seek advice and/or approval from EP;
14. you shall ensure that any device that you use to access data on any secured system provided by EP shall be protected from malicious code, unauthorised access, malware or any other unintended access or use by means of antivirus software, passcode, encryption and or any other accepted means to prevent such malicious access on your device;
15. if you are responsible for any web-based system or site relating to EP and/or its business, you shall make every effort to ensure that this social media site, website, system or other web/browser accessed conforms to this and any other relevant policies;
16. access by any person (including logins, passwords and permissions) to any IT system or system provided by EP will only be used as they were allocated or intended (as part of a job role or function) by the system administrator and no person shall use another person’s login, password or permissions without specific permission from that systems administrator (or Director in the case of a staff related access query) ; and
17. any breach of this policy may result in disciplinary and/or legal action being taken by EP against you.

## **Website and IT Systems – General Usage Policy**

The following statement outlines the responsibilities of people (i.e. recipients of data) such as members of the public, EP personnel or other interested party who may view or interact with an IT System.

1. Use of the EP website (**Website**) and the facilities on it (including, but not limited to, the use of any IT Systems accessible on the Website) and any material or information obtained from this Website is at your own risk. EP expressly disclaims, to the fullest extent permitted by applicable law, all warranties, express or implied, of any kind including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and infringement.

2. EP is not, and will not be, responsible for the failure of performance of the Website, any IT System and/or the software used thereon or obtained therefrom; the loss of data or services resulting from delays, non-deliveries, mis-deliveries, or service interruption; the accuracy, quality, timeliness, completeness or nature of information obtained through its services; any omission in the information provided; nor the consequences arising from or related to any viruses transmitted through its servers, or any liability, costs, loss of profits or consequential losses arising from your use of, or inability to access an IT System or the Website.
3. In relation to content provided by users, EP is not, and will not be, responsible for any such content (if any) posted by users in social media sites, chat rooms or other community areas. All such content whether expressed as opinions, statements or recommendations, are those of users expressing such views and are not those of EP.
4. A Website may be linked to or from other sites that are not maintained by EP or in any way connected to EP. EP does not control in any respect any information, products or services offered by such other sites and will NOT be responsible for the content of such other sites. For example, users may be able to buy goods and services via the Website, some of which may be through third party retailers who link to the Website. Users may also enter into correspondence with or participate in promotions of advertisers on the Website. EP in no way endorses these third parties and any such transactions, dealings, correspondence with or participation in promotions of third parties, including the delivery of and the payment for goods and services and any other terms, conditions, warranties or representations associated with such matters are solely between the corresponding user and the third party. EP assumes no liability, obligation or responsibility for any part of any such transaction, dealing, correspondence or participation.
5. All copyright in the text, images, photographs, graphics, user interface, and other content provided on the IT Systems or the Website, and the selection, coordination, and arrangement of such content, are owned or licensed by EP to the full extent provided under Australian copyright laws and all international copyright laws.
6. You may view the Website and its content, but you are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents of the Website for any purposes without the prior written consent of EP. The Website and the information contained in it are for informational purposes only. Any reproduction, copying, or redistribution for commercial purposes of any materials or design elements of the Website is strictly prohibited without EP's prior written consent.
7. The IT Systems and Websites include registered and unregistered trademarks of EP and various third parties, including commercial partners of EP. You may not use these trademarks without the prior written consent of the owner of the relevant trade mark.

## **Conclusion**

By using or logging on to a browser-based application, a social media site, a website or other IT System provided by EP, the user agrees to abide by and act in accordance with this IT Systems Terms of Use policy. By using an application, database, IT system or website, you acknowledge that EP has a right to use any of the information entered into the IT systems by you.

Any breach of this policy will be dealt with under EP's policies and any relevant laws pertaining to such breaches. Any breach of this policy may result in disciplinary action being taken by EP.

Note: You can download these terms of use in PDF format at <http://www.eefuels.com.au>.