



## SITE USE TERMS AND CONDITIONS

### Agreement between User and [www.pofg.com](http://www.pofg.com)

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[www.pofg.com](http://www.pofg.com) is an oilfield resource Site.

Premier's purpose, as well as the information and resources located here, is to help clients increase their reserves, recover more hydrocarbons, and generate greater financial returns by enabling more efficient and more effective decisions.

### Electronic Communications and Submissions

Visiting [www.pofg.com](http://www.pofg.com) or sending emails to POFG constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Except as otherwise provided in a separate written agreement between you and POFG, you agree that any materials, including but not limited to questions, comments, suggestions, ideas, discoveries, plans, notes, drawings, original or creative materials, or other information, provided by you in the form of e-mail or electronic submissions to POFG, or postings at this Site, are nonconfidential and shall become the sole property of POFG to the fullest extent permitted by applicable law. POFG shall own exclusive rights and shall be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgment or additional compensation to you. In the event applicable law operates to prevent POFG from becoming the sole owner of any such property, then this provision shall be effective as granting to POFG (with unfettered rights of assignment) a perpetual, worldwide, paid-in-full, nonexclusive right (including any moral rights) and license to make, use, sell, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in any such material.

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### International Users

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### Indemnification

You agree to indemnify, defend and hold harmless POFG, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. POFG reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with POFG in asserting any available defenses.

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#### **Termination/Access Restriction**

POFG reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. By accessing or placing orders under this Site, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions and by all applicable laws and regulations, including U.S. Export control laws and regulations. Visitors who do not agree with these Terms and Conditions should not access or place orders through this Site. Any controversy or claim arising out of or relating to your use of this Site or any services provided hereunder shall be settled by binding arbitration to be held in the English language in Houston, Texas, USA, in accordance with the commercial arbitration rules of the American Arbitration Association (for users located in the United States)

You agree that no joint venture, partnership, employment, or agency relationship exists between you and POFG as a result of this agreement or use of the Site. POFG's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of POFG's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by POFG with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and POFG with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and POFG with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

#### **Severability**

If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

#### **Changes to Terms**

POFG reserves the right, in its sole discretion, to change the Terms under which [www.pofg.com](http://www.pofg.com) is offered. The most current version of the Terms will supersede all previous versions. POFG encourages you to periodically review the Terms to stay informed of our updates.