

Fuel Price Data Licence Terms and Conditions

1. Licence

- 1.1 The State of Queensland as represented by the Department of Natural Resources Mines and Energy (**Licensor**) is the owner of the intellectual property rights including copyright in and to the Fuel Price Data provided pursuant to *Fair Trading (Fuel Price Reporting) Regulation 2018 (Licensed Data)* or has the right to make the Licensed Data available under these Fuel Price Data Terms and Conditions (**Agreement**).
- 1.2 To access the Licensed Data you have completed a sign up form with your details, including whether you are a data consumer or a publisher, and agreed to the terms in the Agreement on the date you submitted the form (**Commencement Date**). The Licensed Data will be supplied through the Licensor's fuel aggregation service which, if access is approved for you, will create and provide unique access credentials for you and will monitor your access to the Licensed Data.
- 1.3 You authorise the Licensor's fuel aggregation service to provide your details from the sign up form to the Licensor and you agree to communicate with the Licensor through the email address fuelprices@dnrme.qld.gov.au (**Licensor's Contact**) or as subsequently directed by the Licensor's Contact.
- 1.4 The Licensor grants you, on and from the Commencement Date, a non-exclusive, non-transferable licence to use the Licensed Data until 2 December 2021 (**Expiry Date**) subject to the conditions set out in this Agreement for the consideration of \$1 payable upon demand (**Fee**).
- 1.5 Either you or the Licensor may terminate the Agreement by giving 20 business days written notice. If you are a publisher the Licensor may terminate the Agreement by giving you 3 business days written notice if the Licensor has identified that your publication is not current or accurate and you have not corrected your publication within 3 business days of the Licensor notifying you that correction is required. If you are in breach of the Agreement the Licensor may terminate the Agreement by giving you 3 business days written notice if you have not corrected your breach within 3 business days of the Licensor notifying you of the breach.
- 1.6 Where you and the Licensor are not separate legal entities the Agreement operates as a memorandum of understanding.

2. Permitted use

- 2.1 You may use the Licensed Data for your own purposes including making a copy for backup purposes.
- 2.2 You may create any value added product (**Licensed Data Product**) based on or containing the Licensed Data provided that you irreversibly change the form of the Licensed Data or augment or incorporate the Licensed Data with other data.
- 2.3 If you are a publisher, you may publish the Licensed Data and/or Licensed Data Products but you must prohibit further publication. The Licensed Data and/or Licensed Data Products you publish must be current and accurate.
- 2.4 If you are data consumer or publisher and wish to provide the Licensed Data and/or Licensed Data Products to a third party to publish you must obtain specific written approval from the Licensor's Contact.

3. Prohibited use

- 3.1 You must not distribute the Licensed Data or any Licensed Data Products to any third party except as allowed in clause 2.3 and 2.4.
- 3.2 You must not use, or allow the use of, the Licensed Data or any Licensed Data Products in breach of the privacy laws or any other law.

4. Your obligations

- 4.1 You must pay the Fee to the Licensor upon demand.
- 4.2 You must include this notice on any copies of the Licensed Data however altered, reformatted or redisplayed:

© State of Queensland (Department of Natural Resources Mines and Energy) [year]. In consideration of the State permitting use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws.
- 4.3 You must include this notice on any Licensed Data Products:

Based on or contains data provided by the State of Queensland (Department of Natural Resources Mines and Energy) [year]. In consideration of the State permitting use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws.
- 4.4 If metadata is supplied with the Licensed Data then you must include metadata with any Licensed Data Products and the metadata must incorporate as a minimum the metadata supplied with the Licensed Data.
- 4.5 Once the Expiry Date has been reached you must not continue using the Licensed Data or any Licensed Data Products. If you wish to make an application for a new licence you should contact the Licensor Contact. If you are a data consumer and wish to become a publisher you must complete a new sign up form.
- 4.6 Except with prior written approval from the Licensor, you must not represent or imply that the Licensor supports or endorses, or is connected with, you, any Licensed Data Products or any other use that you make of the Licensed Data or Licensed Data Products and you must not use any Queensland Government logos, trademarks, acronyms or designs in association with your use of the Licensed Data or Licensed Data Products.

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4.7 The Licensor's Contact may require you to provide usage data and general information in relation to the Licensed Data and this Agreement (**Usage Data**) in a format specified by the Licensor's Contact from time to time and you must provide the Usage Data within 10 business days. If you are a publisher Usage Data includes but is not limited to:

- Active users by month for Queensland (Audience > Active Users > 30 Day Active Users)
- Active users by month by region (Audience > Geo > Location – Country/City/Continent)
- New users by month for Queensland
- New users by month by region (Audience > Geo > Location – Country/City/Continent)
- Returning Users by Month for Queensland
- Returning Users by Region (Audience > Geo > Location – Country/City/Continent).

5. Audit

5.1 To enable the Licensor to verify compliance with this Agreement, you agree that the Licensor may, acting reasonably, conduct audits of your compliance with your obligations under the Agreement, including:

- audits of your operational practices and procedures as they relate to this Agreement
- audits of information and any material (recorded in any form) in your possession or control which are relevant to the Licensed Data or this Agreement
- any other matters relevant to the Licensed Data or the performance of this Agreement.

5.2 You must cooperate with an audit, including through providing access to your premises upon reasonable notice during usual business hours and permitting inspection and copying of any material relating to the Licensed Data or this Agreement. The Licensor will use information and material gathered in an audit to assess your compliance with the Agreement.

5.3 The Licensor will pay your reasonable costs associated with an audit, unless the audit uncovers any non-compliance. Without limiting the Licensor's remedies at law, where an audit identifies any non-compliance, the Licensor may direct you to take any reasonable action to rectify the non-compliance.

6. Disclaimer and Indemnity

6.1 Subject to clauses 6.2 and 6.3 you agree to accept all responsibility and risks associated with your use of the Licensed Data and any Licensed Data Products.

6.2 The Licensor makes no representations or warranties in relation to the Licensed Data, and, you agree that, subject to clause 5.3 and to the extent permitted by law, all warranties relating to accuracy, reliability, completeness, currency or suitability for any particular purpose and all liability for any loss, damage or costs (including consequential damage) incurred in any way (including but not limited to that arising from negligence) in connection with any use of or reliance on the Licensed Data are excluded or limited. Where liability may not be excluded but may only be limited, the Licensor's liability to you is limited to resupply of the Licensed Data or refund of the Fee at the Licensor's election.

6.3 You agree to continually indemnify the Licensor (and its officers and employees) against any loss, cost, expense, damage and liability of any kind (including liability in negligence) caused by your use of the Licensed Data or any Licensed Data Product except to the extent that the loss, cost, expense, damage or liability is caused by the Licensor.