

## **DNG ISAC Website Terms, Conditions and Rules of Use**

Welcome to the DNG ISAC website (“Site”) for the Downstream Natural Gas Information Sharing & Analysis Center (DNG ISAC) administered by the American Gas Association (AGA). The following terms, conditions and rules govern your use of this Site. By accessing, viewing, or using the material on this Site, you agree to be bound by these Terms, Conditions and Rules of Use and the Site’s Posting and Disclosure Rules. The DNG ISAC and AGA reserve the right to unilaterally modify without notice the terms, conditions and rules under which this Site is offered and the rules for posting and disclosure of materials, content and information. Any such changes are effective immediately upon posting. You are responsible for reviewing these terms, conditions and rules prior to each time you access, view or use this Site. Your continued accessing, viewing or use of this Site constitutes your agreement to all such terms, conditions and rules.

If you do not agree to these terms, conditions and rules, you are not granted permission to use this Site and should exit immediately. If you fail to comply with these terms, conditions and rules, you will be prohibited from further use or access to this Site. The DNG ISAC and AGA reserve the right to deny access to any user if the DNG ISAC or AGA determines in their sole discretion that a violation of these terms, conditions and rules has occurred or has been threatened.

### **Authorized Access and Permitted Use**

Only DNG ISAC Participant employees who have received an individual person specific user name and password are allowed to access and view this Site and the materials posted hereon. You agree that you will not attempt to access restricted or secure areas of this Site to which you are not an authorized user. If you are an authorized user, you agree not to assist unauthorized parties from accessing, viewing or using this Site and the materials posted hereon without the approval of the DNG ISAC or AGA.

As a condition of your use of this site, you agree not to use the site for any purpose that is unlawful or prohibited by these Terms, Conditions and Rules of Use or the Site’s Posting and Disclosure Rules. The DNG ISAC or AGA have the option to terminate your Site access, without notice for (a) any conduct, that the DNG ISAC or AGA, in their sole but reasonable discretion, believes is in violation of any applicable law or is harmful to the interests of another user, a third-party provider, a service provider or the DNG ISAC or AGA; (b) an attempt to disrupt or interfere with the DNG ISAC or AGA’s servers, networks, computer programs, information or services; or (c) if you attempt to use, disclose or disseminate any documents or information in violation of these Terms, Conditions and Rules of Use or the Site’s Posting and Disclosure Rules. Further, any unauthorized or prohibited use may additionally subject the offender to civil liability and criminal prosecution under applicable national, federal and state laws.

You may only download, copy, use, share, distribute, create works from, publish, transmit, reproduce or otherwise disclose (collectively “Disclose”) materials and content provided on this

Site for internal purposes alone, if you do not Disclose it in any misleading, inappropriate or illegal manner and they are clearly marked "CONFIDENTIAL." You may not Disclose to any third party or in any way exploit any of the material contained on this site in whole or in part, including such material permitted to be copied or downloaded, without the express written authorization of the DNG ISAC or AGA.

### **Not Legal Advice**

Nothing contained in this site is intended to be, nor shall be construed as legal advice, counsel, guidance or interpretation. No attorney-client relationship is established between the DNG ISAC or AGA or their legal counsel and you by your use or access to this site. The information provided on this site is for general educational and informational purposes only and specific questions about any law, statute, regulation or compliance therewith should be directed to an attorney of your choosing with expertise in the area.

Neither the DNG ISAC nor AGA make any representations about the accuracy, suitability, or fitness for use of the information and reports provided on this Site.

### **Compliance with Posting and Disclosure Rules**

A requirement to use this Site is compliance with the Posting and Disclosure Rules, available at this Site. Failure to comply with the Posting and Disclosure Rules will be a violation of these Terms, Conditions and Rules of Use and will subject you and the company for whom you work to discipline, up to and including a prohibition on further viewing or access to this Site, in the sole discretion of the DNG ISAC or AGA.

### **Copyright and Trademark**

Elements of this Site, are protected by copyright, trademark, unfair competition, trade dress, and other laws and may not be copied or imitated in whole or in part without express, prior written permission of the DNG ISAC or AGA. No logo, sound or image from this Site may be copied or transmitted unless expressly permitted by the DNG ISAC or AGA.

Except as indicated, the DNG ISAC and AGA own all trademarks, service marks, certification marks, and logos featured on this Site, including the terms "DNG ISAC", the "Downstream Natural Gas Information Sharing & Analysis Center", "AGA" and the "American Gas Association." Use of these words or marks without the express written permission of the DNG ISAC or AGA, respectively, is expressly prohibited.

If you post materials or contest on this site, you agree that it is not subject to any United States or international copyright laws and you additionally waive any claim to enforce such copyright laws for the materials and content posted on this site.

### **Privacy Policy**

The DNG ISAC has a Privacy Policy that describes the information that we collect about Participants and users, and how this information is used. [Click here to view the Privacy Policy](#),

which is incorporated by reference, as if set forth fully herein. The DNG ISAC or AGA's compliance with the Privacy Policy is subject to existing laws and legal proceedings, and nothing in the Privacy Policy or these Terms, Conditions and Rules of Use negates or restricts the DNG ISAC or AGA's right to comply with government, court or law enforcement requests or requirements.

### **Links to Third Party Sites**

This Site may contain links to third-party websites. Any such third-party site is not under the control of the DNG ISAC or AGA. Neither the DNG ISAC nor the AGA verifies, warrants, endorses or takes responsibility for the availability, accuracy, completeness or quality of the content contained in any third-party sites. Neither the DNG ISAC nor the AGA promotes, endorses or has any affiliation with any third-party site unless expressly stated. When you access a third-party from this Site, you leave this Site and you do so at your own risk.

Linkage of this Site to another requires the DNG ISAC and AGA's prior written approval.

### **Disclaimer of Warranty and Liability for Use of Site**

Neither the DNG ISAC nor the AGA make any representations about the reliability or accuracy of information provided on this Site. Further, neither the DNG ISAC nor the AGA make any representations or promises that this Site or any software, products, services or related graphics contained in this Site will be free of "viruses", "worms", "Trojan horses" or other contaminating or destructive properties. All information, documents, software, products, services and related graphics are provided "as is" without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

To the maximum extent permissible under the governing law, neither the DNG ISAC nor AGA shall be liable to you or any third-party in contract, tort or otherwise or for any damages, including without limitation, direct, indirect, special, lost profit, punitive, incidental or consequential damages, arising out of or in connection with this Site or the use of, access to, reliance upon or inability to use any information or documents on this Site, even if advised of the possibility of such damages. You assume the sole responsibility for use of this Site and information and documents contained herein.

You further agree that neither the DNG ISAC nor AGA will be liable for any loss resulting from a cause over which the DNG ISAC or AGA, respectively, does not have direct control, including but not limited to the failure of electronic or mechanical equipment, communication lines, internet or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, or governmental or judicial restrictions.

### **Indemnification and Injunction**

By viewing, accessing or using materials, content or information provided on this Site, you agree to indemnify and hold harmless the DNG ISAC and AGA, their officers, employees, agents and

legal counsel from any lawsuits, claims, demands, or damages, including attorney fees, due to or arising out of your use of or conduct on this Site asserted by you or any third party to whom you disclosed any materials, content or information from this Site.

You further agree that a breach or threatened breach of these Terms, Conditions and Rules of Use would imminently and irreparably harm the DNG ISAC and AGA in a way that could not be adequately and compensated for by damages. Consequently, the DNG ISAC shall have the right, in addition to any other rights or remedies, at law or equity, it may have arising out of the breach, to obtain temporary, preliminary and permanent injunctive relief without the necessity of proving actual damages and without any bond or other security being required.

### **Agreed Jurisdiction**

By accessing, viewing or using this Site, you agree that any dispute, conflict or lawsuit regarding or arising from compliance with these Terms, Conditions and Rules of Use for this Site and the Site's Posting and Disclosure Rules will be governed by and construed in accordance with the laws of the state of Delaware, without reference to any choice of law rules, and you consent and agree to the jurisdiction of the federal and local courts presiding in the state of Delaware and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue claims or arguments that might otherwise be available. Neither the DNG ISAC nor AGA make any representation that materials on this Site are appropriate for use in other countries and access to them from countries where the content is illegal is prohibited. You are responsible for complying with all applicable federal, state or municipal laws that may regulate the content of this Site.

Issued: April 27, 2015