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## THE PPDM ASSOCIATION TERMS AND CONDITIONS

1. **About the PPDM Association:** The PPDM, Professional Petroleum Data Management Association is a not-for-profit society incorporated pursuant to the laws of the Province of Alberta, Canada (“PPDM Association”). The PPDM Association provides leadership for the professionalization of petroleum data management through the development and dissemination of best practices and standards, learning programs, certification programs and professional development opportunities for individuals, corporations, partnerships, associations, government agencies and regulatory bodies, and professional associations. The PPDM Association Services and the PPDM Association Websites are intended to update and expand existing skills and knowledge of the user (“You”).
2. **IMPORTANT.** PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PPDM ASSOCIATION SERVICES OR THE PPDM ASSOCIATION WEBSITES. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE PPDM ASSOCIATION WHICH GOVERNS YOUR USE OF THE PPDM ASSOCIATION SERVICES OR THE PPDM ASSOCIATION WEBSITES.
  - 2.1. YOU ACKNOWLEDGE THAT YOUR USE OF THE PPDM ASSOCIATION SERVICES OR THE PPDM ASSOCIATION WEBSITES SIGNIFIES YOU AGREE TO THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS DO NOT USE THE PPDM ASSOCIATION SERVICES OR THE PPDM ASSOCIATION WEBSITES.
3. The **PPDM Association Policies** and the **PPDM Association Governance**. In addition to the Terms and Conditions, You agree to be comply with and be bound by applicable PPDM Association Policies and Governance in effect and as may be amended from time to time, including but not limited to the [PPDM Association Bylaws](#) and the [PPDM Association Privacy Policy](#).
4. **Updates.** We may update this policy by posting a revised version on our website. By continuing to use our Website and Services, You accept any revised Policy. Content available may change as permissions change or expire.
5. **Payment of Fees**

**Fees.** Fees are associated with some PPDM Events or Services, including but not limited to membership, event registration and training. You are responsible for timely and complete payment of all fees and applicable taxes.

  - 5.1. **Requirement to pay.** The PPDM Association reserves the right to restrict or deny You access to the PPDM Association Services or the PPDM Association Websites if the PPDM Association is unable to successfully obtain a payment for that PPDM Association Service. You agree to pay all fees including bank charges, applicable taxes, GST, Value Added Tax and similar taxes. Subject to the foregoing, the PPDM Association may

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accept other methods of payment. Once payment is processed, the PPDM Association will grant You access to the PPDM Association Services or the PPDM Association Websites.

- 5.2. **Currency:** PPDM Association fees are published in US Dollars unless otherwise specified.
- 5.3. **Fee discounts** may apply to individual or corporate members (and their representatives). These discounts are published on the PPDM Association webpage. Discounts may be accessed via your member login account on the PPDM Website. Please note that any discounts must be accessed at the time of registration and are not retroactive.
- 5.4. **Payment Methods.** The PPDM Association Website Shopping Cart accepts Visa, MasterCard, American Express (USD only) and Company Check (Cheque). Please contact [PPDM Association Accounts](#) for further information.
  - 5.4.1. **Credit cards** payments will be processed immediately via Moneris; following each credit card transaction You will receive an email receipt. *\*For additional information about Moneris, visit: <http://www.moneris.com>. To view The Moneris Privacy Policy, visit: <http://www.moneris.com/en/About-Moneris/Security-Privacy/Privacy-Policy.aspx>.*
  - 5.4.2. **Company Check (Cheque)** payment with a purchase order number can be initiated through the PPDM Association Website Shopping Cart. Once the payment has been received and processed by the PPDM Association, the purchase will be confirmed through a Purchase Receipt confirmation email. Note that your transaction is not complete until the check has been received and processed by the PPDM Association. Check payments must be completed prior to receiving the PPDM Association service for which you registered.
- 5.5. **Refunds.** All refunds or changes must be completed by the PPDM Association.
  - 5.5.1. Refunds may be offset against any monies owing to the PPDM Association. Specific details of the PPDM Association refunds process are outlined below.
  - 5.5.2. Refunds are made in accordance with refund policies for each kind of event, as specified in this policy.
  - 5.5.3. Any refund will be offset by associated administrative costs, bank charges, courier charges, taxes or other outside party fees or costs associated with the refund.

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- 5.5.4. If payment was made by credit card, any refund must be processed to the credit card originally used for the transaction. Other credit cards cannot be accepted.
- 5.5.5. Some refunds may be made as credits into your user account, as defined elsewhere in this policy. Such credits are available for as long as your user account is active. After 12 months, administrative fees may apply. Credits may be used to pay PPDM fees or dues and have no cash value.

## 6. PPDM Membership fees.

- 6.1. Fees for memberships are not refundable once paid.
- 6.2. Fees for individual memberships may not be transferred between individuals.
- 6.3. Fees for corporate members may not be transferred between corporations unless special approval is made at the sole discretion of the PPDM Association on the basis of a merger or acquisition. Additional documentation and administrative or membership fees will be required.

## 7. PPDM ASSOCIATION Websites

- 7.1. **Restrictions on Use.** You acknowledge the PPDM Association Websites are designed and intended for You to use individually, and You may not allow or share access with any other party. You agree to use the PPDM Association Websites only for purposes as permitted by this Policy and any applicable law.
- 7.2. **Website Access.** The PPDM Association will provide You access to the PPDM Association Website. An automatically generated registration number (“User ID”) will be assigned to You.
  - 7.2.1. You create a username and password upon registration. You may update your user profile and manage your password and contact information in your profile page.
  - 7.2.2. Your access to “Members Only” sections of the PPDM Association Websites will be in effect while you are a member in good standing as defined in the PPDM Association Bylaws.
  - 7.2.3. The PPDM Association reserves the right to suspend or terminate your access and/or your user account to the PPDM Association Websites, if the PPDM Association reasonably believes that You have used or permitted the use of or access to the PPDM Association Websites:

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- 7.2.3.1. in a manner that threatens the integrity of the PPDM Association Website, the PPDM Association or its employees, agents, or representatives, or
  - 7.2.3.2. infringes or threatens to infringe the PPDM Association's intellectual property or third-party intellectual property rights, or
  - 7.2.3.3. if your conduct contravenes any applicable laws or PPDM Association policies.
- 7.3. **Your Obligations.** Your User ID, username and password are required to access and use the PPDM Association Websites. To ensure your security, never divulge your User ID, username or password or account information to anyone. You are solely responsible to maintain the confidentiality and security of your User ID, username password and account information. You represent and warrant that the User ID, username and passwords are solely used by You and by no other party.
- 7.4. **Integrity of Data.** You are responsible for the accuracy, integrity and truthfulness of all data and information provided by You to the PPDM Association and on Your user profile.
- 7.5. **Lost Username or Password.** If You have forgotten your username or password, You can access the password recovery on the PPDM Association Website at the "Sign In" page and select the button "*Forgot my password or my username.*" A reminder will be sent to the email address that You provided upon registration. If You have forgotten or are not sure which email address is associated with your account, contact the PPDM Association directly for help.
- 7.6. **Linked Websites.** The PPDM Association Websites may contain certain content or materials, including links to other websites. The PPDM Association does not control those websites and under no circumstances is the PPDM Association responsible for the availability of those websites and the PPDM Association does not endorse those websites or the accuracy of content or materials. The PPDM Association is not responsible for the content or materials contained on the other websites or the use You make of them.
- 7.7. **PPDM Members Only Content.** The PPDM Association makes certain information available to its members. This information requires your Member ID and password for access. This information, whether as web page content or downloadable materials may not be shared outside the PPDM Association membership without explicit permission from the PPDM Association.

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- 7.7.1. The use of any content or materials for external reproduction, such as embedding in presentations or sharing to groups, must have the explicit permission from the PPDM Association and in some cases the owner of the original material, and must contain proper copyright attributions.

## 8. PPDM Events

- 8.1. **PPDM Events include in person or virtual activities such as, but not limited to,** public training, meetings, workshops, luncheons, conferences, symposia, field trips, tradeshow, or expos, whether or not fees are paid to participate in the event.
- 8.2. **Event Cancellations by the PPDM Association.** All public and private PPDM Association Events are subject to cancellation at the sole discretion of the PPDM Association.
  - 8.2.1. In the event of a cancellation by the PPDM Association, registrants will be offered a refund for fees paid in excess of \$35.00 USD less applicable bank charges. You may also choose to credit the amount to your user account.
  - 8.2.2. Registrant refunds for fees less than \$35.00 USD will be credited to your user account.
- 8.3. **Registration cancellations by registrant or their delegate**
  - 8.3.1. Cancellation and a request for refund must be provided to the PPDM Association in writing at least 14 days prior to the event.
  - 8.3.2. Cancellation 14 or more calendar days in advance of the event with a registration fee equal or more than \$35.00 USD will be refunded in the amount paid less bank charges and an administrative fee (25% of the fees paid per registration).
  - 8.3.3. Refunds for any event for which the registration fee is less than \$35.00 USD will be credited (less applicable taxes and a 25% administration fee) to your user account.
  - 8.3.4. Refunds will not be issued for cancellations received less than 14 days in advance of the event.
- 8.4. **Event Sponsorship & Exhibition Booths**
  - 8.4.1. **Your sponsorship or exhibitor reservation agreement** must be returned within 14 business days of receiving the agreement to reserve the sponsorship / exhibitor spot. If your agreement is not signed and returned to the PPDM

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Association within this time, your reservation may be reopened to other organizations.

8.4.2. **Payment** for sponsorships/exhibitor slots must be received by the PPDM Association no less than 20 business days prior to the event date.

8.4.3. **Sponsorship or exhibitor cancellation.** If requested, and at the sole discretion of the PPDM Association, sponsorship or event funds and associated benefits may be transferred to another PPDM Association event as mutually agreeable.

8.4.3.1. Cancellations more than 21 business days in advance of the event date: full refunds will be issued less bank charges and a \$150 USD Administrative Fee.

8.4.3.2. Cancellations 11 – 20 business days in advance of the event date: liquidated damages in the amount of seventy five percent (75%) plus a \$150.00 USD administrative fee will be due, plus applicable taxes.

8.4.3.3. Cancellations 10 or fewer business days in advance of the event date: liquidated damages in the amount of one hundred percent (100%) of the sponsorship/exhibitor will be due, plus applicable taxes.

## 9. PPDM Training

9.1. **PPDM ASSOCIATION Training.** PPDM Association Training includes but is not limited to public training, private training, and online learning.

9.2. **Public training.** Notice of intended PPDM Association public training will be published to the PPDM Website. Registration is available to members and non-members.

### 9.2.1. **Public Training session delay or cancellation by the PPDM Association**

9.2.1.1. **Minimum registration.** PPDM public training must have a minimum number of students registered; the minimum requirements will be posted on the PPDM Website. Public training events that do not meet this threshold may be cancelled or rescheduled at the sole discretion of the PPDM Association. Notice of such cancellation or rescheduling will be provided to all registrants at least 14 calendar days before the scheduled date. Registered and paid delegates will be rescheduled or refunded according to this policy.

9.2.1.2. **Delay or Cancellation.** In the event that a public training event must be rescheduled, even on short notice, due to extenuating circumstances, such

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as but not limited to illness of the instructor, local emergency conditions or pandemics, the training will be rescheduled as soon as practically possible. Registered and paid delegates will be rescheduled or refunded according to this policy.

#### 9.2.2. Public Training Registration Cancellations by registrant or their delegate

- 9.2.2.1. Cancellation and a request for refund must be provided to the PPDM Association in writing at least 15 calendar days prior to the training.
- 9.2.2.2. Cancellation 15 or more calendar days in advance of the public training with a registration fee equal or more than \$35.00 USD will be refunded in the amount paid less an administrative fee (25% of the fees plus applicable taxes or bank charges paid per registration).
- 9.2.2.3. Refunds for any public training for which the registration fee is less than \$35.00 USD will be credited (less applicable taxes and a 25% administration fee) to your user account.
- 9.2.2.4. Refunds will not be issued for cancellations received less than 15 days in advance of the public training.

9.3. **Private training.** The PPDM Association offers private training for PPDM Members and Non-members. Discounts are available for PPDM Voting (corporate) members in good standing.

- 9.3.1. Private training is booked when the training contract is signed, and the required fees deposit received.
- 9.3.2. Changes may be available under certain circumstances as specified in each training contract.

#### 10. PPDM CPDA™ Certification.

- 10.1. This PPDM Association Policy does not cover the booking fees or policies of the Invigilator for your exam sitting. These fees are handled directly by the Invigilator.
- 10.2. Applications for the CPDA certifications may be made online and applicable PPDM Association fees paid immediately or as laid out in this policy. Your application will not be processed until fees have been paid in full. Once the payment has been received, you will have twelve (12) months to complete the exam. **Certification fees are non-refundable.**

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- 10.2.1. **Booking Transfer and Withdrawn applications:** if, after submitting your application and paying applicable PPDM Association Administrative Fees, you withdraw your application you may:
    - 10.2.1.1. Transfer your exam reservation to an alternate date, within a three (3) month period, without penalty or additional fees. You have twelve (12) months to complete the CPDA exam from the time fees have been remitted.
    - 10.2.1.2. If you withdraw your application, fees are non-refundable.
  - 10.2.2. **Deferred exam:** you may carry administrative fees forward to a future exam date within one year of your original application. Note that in this case, Invigilation fees must be paid (directly to the Invigilator) for the subsequently scheduled exam sitting.
  - 10.2.3. **Failure to qualify.** The PPDM Association Petroleum Data Management Certification Committee determines, at its sole discretion, whether an applicant is qualified to become a CPDA. Should you not meet the eligibility requirements and wish to submit further evidence to be eligible for future exams, you have one year to do so. After one year, you must pay the full Administration fee again.
  - 10.2.4. **Failure to sit the exam:** The PPDM Association will not provide you with a refund of CPDA Exam fees if you scheduled the exam but did not take it at the scheduled time. Exceptions will be made, at the sole discretion of the PPDM Association, for technical problems that are the fault of the exam provider or Invigilator.
11. **Term and Termination.** At its sole discretion the PPDM Association may immediately terminate access to the PPDM Association Service or the PPDM Association Website if You are in breach of any of your obligations, including the non-payment of applicable fees, the PPDM Association Policies and the PPDM Association Governance. You will be granted access to the PPDM Association Service or the PPDM Association Websites for the period outlined by the PPDM Association Service and for which payment has been received and processed or as otherwise may be determined by the PPDM Association (The “Term”).
  12. **Indemnity.** You agree to indemnify the PPDM Association, its directors, officers, employees, agents, representatives and licensors, and to be liable to and hold Them harmless from any claims or demands, including travel or accommodation costs, reasonable legal fees and disbursements, related to or arising from (a) your breach of the Terms and Conditions; (b) breach of the PPDM Association Privacy Policy or other the PPDM Association policies in effect and as amended from time to time; and (c) your providing false or inaccurate information to the PPDM Association.

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**13. Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE PPDM ASSOCIATION SERVICES AND THE PPDM ASSOCIATION WEBSITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE PPDM ASSOCIATION DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF THE PPDM ASSOCIATION SERVICES AND THE PPDM ASSOCIATION WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE. THE PPDM ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND LICENSORS DO NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO COMPLETENESS, ACCURACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF THE PPDM ASSOCIATION SERVICES, THE PPDM ASSOCIATION WEBSITES AND ALL THE PPDM ASSOCIATION MATERIALS AND CONTENT RELATED THERETO. THE PPDM ASSOCIATION SHALL NOT BE LIABLE FOR DEFECTS IN TRANSMISSION, CONNECTIVITY, INTERNET, INTERNET SERVICE PROVIDER, VIRUS, INTERRUPTIONS, DISRUPTIONS OR DELAYS.

IN NO EVENT SHALL THE PPDM ASSOCIATION BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE DAMAGES, ARISING OUT OF THE TERMS AND CONDITIONS OR ACTS OR OMISSIONS IN FULFILLING ITS OBLIGATIONS HEREUNDER.

**14. Changes.** The contents of the PPDM Association Services and the PPDM Association Websites, including but not limited to the terms and conditions herein, any agreements and policies, may be amended or substituted without notice to You and it is Your responsibility to check for any amendments or substitutions.

**15. Applicable Law.** The Terms and Conditions and each of the documents contemplated by or delivered under or in connection with this policy are governed exclusively by, and are to be enforced, construed, and interpreted exclusively in accordance with, the laws of Alberta and the laws of Canada applicable in Alberta which will be deemed to be the proper law of the policy. The parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Alberta, Canada, and all courts competent to hear appeals therefrom.

**16. Governing Language.** The PPDM Association Services and the content on the PPDM Association Websites are only in the English language. The Terms and Conditions shall use the English language. Any translation of the Terms and Conditions is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of the Terms and Conditions shall govern.

**17. Force Majeure:** Each Party shall be excused for its failure to promptly perform any part of this Policy, if such failure is due to force majeure including, but not limited to, wars, fires, floods, or other natural disasters, strikes, pandemic declared by the World Health

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Organization, shortages of materials, embargoes, governmental or legal restrictions or other events beyond its reasonable control. The inability of a Party to provide funds or make payments agreed to be made is not a force majeure event. The Parties, to the extent it does not create an unreasonable economic cost to any of the Parties, shall attempt to mitigate the effects of any force majeure event.

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