



## TERMS AND DISCLAIMER

**IMPORTANT! YOUR ACCESS TO THIS WEBSITE IS SUBJECT TO LEGALLY BINDING TERMS AND DISCLAIMER. PLEASE READ THEM CAREFULLY BEFORE PROCEEDING. BY CONTINUING TO HAVE ACCESS TO AND/OR USING THIS WEBSITE YOU ARE DEEMED TO HAVE UNDERSTOOD AND ACCEPT ALL THE TERMS AND DISCLAIMER CONTAINED HEREIN.**

**IF YOU DO NOT ACCEPT THESE TERMS AND DISCLAIMER, YOU MAY NOT ACCESS THIS WEBSITE.**

This Website Legal Terms and Disclaimer (the “Terms and Conditions”) is an agreement between you (“You”) and HD-Petroleum Inc. of Winnipeg, Manitoba a corporation incorporated under the laws of Manitoba, Canada (“HD-Petroleum”). “We” and “Us” means both You and HD-Petroleum. The effective date applicable is when You actually accept or are deemed to accept this Terms and Conditions in accordance with the procedure set out herein. In this Terms and Conditions “Website” means all the webpages owned and operated by HD-Petroleum excluding links to any third party sites.

You hereby consent to this electronic information and/or document exchange between Us over the Internet and that this electronic Terms and Conditions shall be the equivalent of a written paper agreement between Us.

**1. Ownership.** This Website contains materials, including text, photographs, videos, and other images and sound, which are protected by copyright and/or other intellectual property rights. You acknowledge that any and all information, content, reports, data, databases, information, graphics, designs, drawings, interfaces, ideas, concepts, know-hows, techniques, web pages, text, files, software, product names, company names, trade-marks, logos, trademarks, trade-names or any intellectual property rights (whether registered or not) contained on this website (collectively the “Content”), including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, HD-Petroleum or its licensors, as the case may be.

**2. Permitted Use.** HD-Petroleum hereby grants to You a personal, non-transferable and non-exclusive licence to access, read and, if necessary, print one copy of the Content.

**3. Restrictions On Use.** Except as set out above, You agree that You will not:

- (i) copy (whether by printing off on to paper, storing on disk, downloading or in any other way) distribute, publish, broadcast, alter or tamper with in any way the Content for any purpose, including, without limitation, compiling an internal database, redistributing or reproducing the Content by way of the press or media or through any commercial network, cable or satellite system;
- (ii) create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either

- directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of HD-Petroleum or its licensors or allow any third party to access the Content. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law;
- (iii) remove any copyright, trademark or any other intellectual property notices contained in the original material and printed off or copied to from this Website; or
  - (iv) link to this Website; without our express written consent.

**4. License to Use Your Information.** With the exception of personal information, You hereby grant to HD-Petroleum the perpetual, unlimited, royalty-free, worldwide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sublicense, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use any information or other content You provide on or through this website or which is sent to HD-Petroleum by email or other correspondence, including, without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. HD-Petroleum shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed to by HD-Petroleum in writing or required by law. You represent and warrant that you have the right to grant the licence set out above.

**5. Personal Information.** HD-Petroleum may from time to time, but is not obligated to, monitor your use of the website and collect, store, use and disclose to any third party personal information about You for monitoring, marketing, research, analysis, compilation, website protection or any other purpose as seen fit by HD-Petroleum and You hereby consent to such collection, storage, use and disclosure and waive any right of privacy or confidentiality.

You may access, correct and delete your own personal information stored by HD-Petroleum and/or third parties by writing to us at the email or mail address provided in this website.

**6. Limitations on Liability and Disclaimers.** There is no guarantee that personal information on this website or on the internet will be maintained confidential and secure. The use of this website and the content is at your own risk, and HD-Petroleum assumes no liability or responsibility pertaining to the content, your use of the website or the receipt, storage, transmission or other use of your personal information.

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You are solely responsible for the retrieval and use of the Content. You should apply Your own judgement in making any use of any Content, including, without limitation, the use of the information as the basis for any conclusions.

The content may not be accurate, up to date, complete or untampered, and is not to be relied upon. The content is provided for educational and informational purposes only and should not be interpreted as a recommendation for any specific product or service, use or course of action. The content on this website is not intended to be used as a substitute of any kind for professional advice.

Except as expressly provided in this agreement, this website and all content, products, services and software on this website or made available through this website are provided “as is” without any representations, warranties, guarantees or conditions, of any kind, whether express or implied, statutory or otherwise, including, but not limited to, warranties as to uninterrupted or error-free operation, availability, accuracy, completeness, currentness, reliability, timeliness, legality, suitability, privacy, security, merchantability, quality, title, non-infringement or fitness for a particular purpose, or those arising out of a course of dealing or usage of trade.

In no event will HD-Petroleum, its affiliates, agents, licensors, suppliers or their respective directors, officers or employees be liable for any special, indirect, incidental, punitive, exemplary, aggravated, economic or consequential damages, howsoever caused, including but not limited to: damages for loss of use, lost profits or lost savings, even if HD-Petroleum or any of its lawful agents or employees have been advised of the possibility of such damages or claim.

In no event will HD-Petroleum, its affiliates, agents, licensors, suppliers or their respective directors, officers or employees be liable for damages or losses resulting from: viruses, data corruption, failed messages, transmission errors or problems; telecommunications service providers; links to third party websites; the internet backbone; personal injury; third party content, products or services; damages or losses caused by you or your respective employees, agents or subcontractors; loss of use or lack of availability of facilities, including computer resources, routers and stored data; the use or inability to use this website or the content; any other website accessed to or from this website; or events beyond the reasonable control of HD-Petroleum, even if HD-Petroleum or any of its lawful agents or employees have been advised of the possibility of such damages or claim.

The content on this site may be changed without notice to you and be effective upon publication on the Website and HD-Petroleum assumes no obligation to update the content. Nor is it responsible for any content or information that you may find undesirable or objectionable. HD-Petroleum disclaims any liability for unauthorized use or reproduction of any portion of the website. Accessing the content from territories where it may be illegal is prohibited.

**7. Data Protection.** Personal details provided to HD-Petroleum through this website will only be used in accordance with our privacy policy. Please read carefully our privacy policy. By providing us with your personal details you are consenting to their use in accordance with our privacy policy.

**8. Termination.** This Agreement is effective until terminated by HD-Petroleum, with or without cause, in HD-Petroleum’s sole and unfettered discretion. HD-Petroleum may terminate this Agreement without notice to You if You fail to comply with any of its terms. Any such termination by HD-Petroleum shall be in addition to and without prejudice to such rights and remedies as may be available to HD-Petroleum, including injunction and other equitable remedies.

The disclaimers, limitations on liability, ownership, termination, interpretation, Your licence to HD-Petroleum, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

**9. Indemnity.** You agree at all times to indemnify, defend and hold harmless HD-Petroleum, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by HD-Petroleum directly or indirectly in respect of:

- (i) any information or other content You provide on or through this website or which is sent to HD-Petroleum by email or other correspondence; or

- (ii) Your use or misuse of the Content or this website, including without limitation infringement claims.

**10. Governing Law.** This Agreement will be governed by the laws of the Province of Manitoba and the federal laws of Canada, and shall be treated in all respects as a Manitoba contract, without reference to the principles of conflicts of law. In the event of a dispute, We agree to submit to the non-exclusive jurisdiction of the Manitoba courts. We expressly exclude the *United Nations Convention on Contracts for the International Sale of Goods*, and the *International Sale of Goods Act* (Manitoba) as amended, replaced or re-enacted from time to time. You agree to waive any right You may have to: (i) a trial by jury; and (ii) the commencement of or participation in any class action against Company related to this website, the Content or this Agreement and, where applicable, You also agree to opt out of any class proceedings against HD-Petroleum or its licensors. We have required that this Agreement and all documents relating thereto be drawn up in English. Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

**11. Amendment and Waiver.** HD-Petroleum reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this website. You are responsible for periodically reviewing the amendments on this website, and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using this website. Access to this website or use of this website after any amendments have been posted shall constitute Your acknowledgement and acceptance of the amended terms and conditions. No supplement, modification or amendment to this Terms and Conditions and no waiver of any provision of this Terms and Conditions shall be binding on HD-Petroleum unless executed by HD-Petroleum in writing. No waiver of any of the provisions of this Terms and Conditions shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**12. Entire Agreement.** This Agreement as it may be amended from time to time in accordance with the provisions of Section 11, and any and all other legal notices and policies on this website, constitutes the entire agreement between You and HD-Petroleum with respect to the use of this website and the Content.

**13. Severability.** Any provision of this Terms and Conditions which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Terms and Conditions or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

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