



Day4 Energy Terms of Use

Welcome to our website (this "**Site**"). This Site is operated by Day4 Energy Inc. ("**we**," "**us**" and "**our**") and allows you to: (a) participate in interactive features that we may make available from time to time; or (b) simply view this Site. The following terms and conditions ("**Terms**") govern your use of the Site. Please read these Terms carefully because your use of the Site, other than to review these Terms, signifies your consent to be bound by and to comply with these Terms. **IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT ACCESS OR USE THE SITE.**

1. Registration

In order to use the interactive features on this Site, you may first be required to register with us through an on-line registration process on this Site. You agree that you are responsible for maintaining the confidentiality of your account number and password, if applicable. You are liable for any use or misuse of your account, whether or not actually or expressly authorized by you.

2. Your Use of this Site and Affirmative Representations.

Subject to your compliance with these Terms, we grant you a limited, personal, non-exclusive, non-transferable license to access the Site, and to use information contained on the Site, solely for the purpose of viewing and downloading information for personal review, providing information to the Site, and participating in online fora and discussion groups.

This Site may be used only for lawful purposes, and all interactions on this Site must comply with these Terms. Misuse or unauthorized use of the Site, our network and systems, or any information, images or other materials on the Site is strictly prohibited. When you use this Site, you represent that: (a) any information that you submit is truthful, complete and accurate; (b) you will update your contact information if it changes so that we can contact you; (c) your use of this Site and your use of services available on this Site do not violate any applicable law, rule, regulation, contractual obligation or accepted Internet protocol; (d) you are 19 years of age or older; and (e) you will comply with the rules regarding on-line conduct and contributions to the Site, as outlined in Section 3 below.

3. Rules Governing Public Contributions, Forums and Interactive Features.

This Site may provide fora and other features for communication. Please read our Privacy Policy available at www.day4energy.com/privacypolicy for details regarding the use and disclosure of your personal information. You are solely responsible for your use of this Site and for the content of, and any harm resulting from, any of your communications, uploads, postings or submissions to this Site (collectively, "**Contributions**"). When you use this Site, including for the purposes of creating or making available a Contribution, you represent and warrant that you:

- own or have sufficient rights in your Contributions and any other information that you provide on or through this Site;
- will not post Contributions that violate our or any other person's privacy rights, publicity rights, contract rights, copyrights, trademarks or other intellectual property rights unless permission to use the material has first been obtained;
- have fully complied with any third-party licenses relating to Contributions, agree to pay all royalties, fees and any other monies owing to any person by reason of Contributions that you posted to or through this Site;
- will not post Contributions that: (i) are defamatory, damaging, disruptive, unlawful, inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd,

lascivious, filthy, threatening, violent, harassing, false, libelous, or otherwise objectionable; (ii) incite, encourage or threaten physical harm against another, including but not limited to, Contributions that promote racism, bigotry, sexism, religious intolerance or harm against any group or individual; or (iii) contain material that solicits personal information from anyone under 19 years of age, or which exploits anyone in any manner;

- will not post Contributions that contain advertisements or that solicit any person to buy or sell products or services (other than our products and services);
- will not use this Site for any unauthorized purpose including for the purpose of gaining unauthorized access to our or any other party's data or network, collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic communications, or engaging in unauthorized framing of, or linking to, this Site without our express prior written consent;
- will not post Contributions that constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on our or others' computers or equipment, which are designed to enable you or others to gather information about or monitor the on-line or other activities of another party;
- will not transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on this Site or the networks or services connected to this Site including, without limitation, hacking into this Site, or using the system to send unsolicited or commercial emails, bulletins, comments or other communications; or
- will not impersonate any other person or entity, sell or let others use your profile or password, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary rights, of any person or entity.

4. Grant of License to Us for Contributions.

Our use of any personal information that you submit, such as your name, address and payment information, shall be governed by our Privacy Policy. However, any other Contributions that you make to us or which you post to any discussion groups, bulletin boards, chat rooms or other communication facilities – including, but not limited to, questions, suggestions, ratings, data, feedback and comments – shall be treated as public, non-confidential and non-proprietary. You acknowledge and agree that we shall not have any obligation to keep such information confidential, and shall not be liable for any use or disclosure of such information.

Further, by making a Contribution to this Site, you grant us a perpetual, irrevocable, non-exclusive (meaning you are free to license your Contribution to anyone else in addition to us), fully-paid, royalty-free (meaning that we are not required to pay you to use your Contribution), sub-licensable (meaning that we can sublicense its rights to, for example, third party hosted service providers who host this Site) and worldwide (because the Internet and this Site are global in reach) license to use, modify, edit, translate, create derivative works of, publicly perform, publicly display, reproduce and distribute all or any part of the Contribution, including any ideas, concepts, know-how, techniques and methodologies contained in the Contribution, for any purpose whatsoever.

5. Our Intellectual Property Rights.

Day4 Energy Inc. is the owner or authorized user of all intellectual property rights, including copyright, in and to any information and materials contained on the Site, as well as any images, designs, photographs, videos, music and other sounds, trademarks, tradenames, trade dress, product names, service marks, logos and the like, registered or unregistered, which appear on the Site, including their selection, arrangement and coordination. The entire content of the Site is protected as a collective work under Canadian, US and international copyright laws and applicable treaties. Except as expressly provided in these Terms, you may not use, copy, download, post, display, link, deep link, rent, lease, loan, sell, publish, distribute, modify or create derivative works of any information, materials, images, trademarks or



other intellectual property on the Site, including any microsite, without our express prior written consent. Consent may be subject to additional terms. You agree that you will not circumvent, disable or otherwise interfere with security related features of this Site or features that prevent or restrict use or copying of any materials, or enforce limitations on the use of this Site or the materials on this Site. You further agree not to access this Site by any means other than through the interface that we provide unless otherwise specifically authorized by us in a separate written agreement.

We provide certain information for downloading from the Site as a service to users of the Site, exclusively for their personal use. You are granted permission to use, download, print or save these materials for your personal use in connection with your authorized use of the Site, provided that these materials are not modified and that all copyright and other proprietary rights notices contained in or on those materials are retained. Any other use of such materials is strictly prohibited, and you do not obtain any ownership rights in the materials. Further, certain downloadable files from this Site may be the property of third parties. Such files will be identified accordingly, and you acknowledge that we supply these files to you as a service subject to these Terms. Nothing contained herein shall be construed as a grant by us or by the third party owner of the files of any proprietary rights in the files or related materials.

Trademarks appearing on the Site, including any microsite, are owned by us or their respective owners, and will not be deemed to be in the public domain.

6. Copyright Infringement.

If you believe that any copyrighted material which you own, or which is owned by someone for whom you are an agent, has been reproduced and posted on the Site, including any microsite, in a way that constitutes copyright infringement and you wish the material to be removed, please provide us with notice containing the following: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are claimed to have been infringed, a representative list of such works; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number and, if available, an email address; (v) a statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (vi) a statement that the information in your notice is accurate and that, under penalty of perjury, you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

The notice should be sent to our Copyright Agent as follows:

Simon Biancardi
General Counsel and Corporate Secretary
Day4 Energy Inc.
#401, 4621 Canada Way
Burnaby, BC V5G 4X8 Canada
Tel: (604) 296-0433
Email: sbiancardi@day4energy.com

7. Our Management of this Site/User Misconduct.



7.1 Our Site Management. We may, but are not required to: (a) monitor or review this Site for violations of these Terms and for compliance with our policies; (b) report to law enforcement authorities and/or take legal action against anyone who violates these Terms; (c) refuse, restrict access to or the availability of, or remove or disable (to the extent technologically feasible) any Contributions (including any microsites, forums, commentary and discussion groups on the Site) or any portion thereof that may violate these Terms, the law, Internet protocol, or any of our policies, or are excessive in size or burdensome; and/or (d) manage this Site in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of this Site.

7.2 Our Right to Terminate Users. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION AT ANY TIME AND WITHOUT NOTICE OR LIABILITY, TO DENY ACCESS TO AND USE OF THIS SITE TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS, OR OF ANY APPLICABLE LAW OR REGULATION.

7.3 Risk of Harm. Please note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information that you post on this Site and that you give to other Site users. You are discouraged from publicly posting the following information on this Site: your full name, telephone numbers and street address. Further, you acknowledge that other users' information, communications, and contributions to the Site may be offensive, harmful or inaccurate, and in some cases may be mislabeled or deceptively labeled. You assume all risks associated with dealing with other users with whom you come in contact through this Site. We expect that you will use caution and common sense when using this Site.

7.4 Equipment. You are solely responsible for obtaining, maintaining and paying for all telecommunications, computer hardware and other equipment and services required to access and use the Site. Use of the Site, including any microsites, is at your own risk. We assume no responsibility and shall not be liable for any damage to, or viruses that may infect your software, computer equipment or other property as a result of your access to, use, or browsing of the Site, or from downloading any materials, data, text, images, video or audio from the Site.

8. Term and Survival.

These Terms shall govern your use of the Site. You may terminate your use or participation at any time, for any reason, by contacting webmaster@day4energy.com. Upon termination of your Site account, we will close your account, and you will no longer be able to retrieve materials contained in the account. Even after your use and participation is terminated, you will continue to be subject to any applicable provisions of these Terms including but not necessarily limited to sections: 1--7, 10, and 11-17.

9. Modifications.

The Internet and technology are rapidly changing. Accordingly, we reserve the right at any time, at our sole discretion, for any reason or for no reason, with or without notice and without liability: (i) to modify these Terms, (ii) to modify any products or services described on the Site; (iii) to revise, suspend or terminate any aspect of the Site, including any policies or terms and conditions contained on the Site; (iv) to impose rules and limits on the use of the Site, and/or (v) to limit or terminate your access to all or any part of the Site. Any revised versions of these Terms will be posted on the Site. It is therefore important that you regularly check this Site for any announcements about revisions, and keep your contact information current, if applicable. If you are a registered user, you may be asked to click to accept the new or revised terms the next time that you log on to this Site in order to be able to use the interactive portions of this Site.

10. No Liability for Third Party Sites or Contributions.

We are a distributor and not a publisher of any content supplied by any third parties, including other users of the Site. We do not have editorial control over any such third party content. Advice, opinions, representations, statements, offers, comments, ratings, criticisms, services or other information or content expressed or made available by third parties ("Third Party Contributions") are those of the respective third party author or distributor and not ours, and we do not endorse, and expressly disclaim any representations, warranties and liability in respect of such Third Party Contributions. You agree that you are solely responsible for determining the accuracy, completeness, legitimacy, legality and usefulness of any Third Party Contributions, and your reliance upon any such Third Party Contributions.

This Site may contain links to other websites ("Third Party Sites"). We do not own, operate or control the Third Party Sites, and we have not reviewed, and cannot review, all of the material, including goods or services, made available through Third-Party Sites. The availability of these links on this Site does not constitute a representation, warranty or implication that we endorse, approve, or have investigated or verified any Third Party Sites or any materials, opinions, goods or services available on them. Third party materials accessed through or used by means of the Third Party Sites may also be protected by copyright and other intellectual property laws. **THESE TERMS DO NOT APPLY TO THIRD PARTY SITES. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF ANY THIRD PARTY SITE. BEFORE VISITING A THIRD PARTY SITE BY MEANS OF THIS SITE OR A LINK LOCATED ON THIS SITE, YOU SHOULD REVIEW THE THIRD PARTY SITE'S TERMS AND CONDITIONS, PRIVACY POLICY AND ALL OTHER SITE DOCUMENTS, AND INFORM YOURSELF OF THE REGULATIONS, POLICIES AND PRACTICES APPLICABLE TO THE THIRD PARTY SITES.**

11. Disputes Between Users.

You are solely responsible for your conduct. You agree that we cannot be liable for any dispute that arises between you and any other user.

12. Disputes with Us, Choice of Law and Forum.

BY VISITING THE SITE, YOU AGREE THAT YOUR USE OF THE SITE, AND THESE TERMS, AND ANY POLICIES AND PROCEDURES INCLUDED ON THE SITE, ARE GOVERNED EXCLUSIVELY BY THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN (EXCLUDING CONFLICTS AND CHOICE OF LAWS PRINCIPLES), AND YOU AGREE TO BE BOUND BY THE LAWS OF THESE JURISDICTIONS. ANY CONTRACT FORMED THROUGH THE USE OF THIS SITE WILL BE DEEMED TO HAVE BEEN FORMED AND EXECUTED WITHIN THE PROVINCE OF BRITISH COLUMBIA, CANADA. THE COURTS OF THE PROVINCE OF BRITISH COLUMBIA SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL MATTERS ARISING UNDER THESE TERMS OR OTHERWISE IN CONNECTION WITH YOUR USE OF THE SITE. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXPRESSLY EXCLUDED.

13. Disclaimers.

Information contained on the Site is provided by as a convenience only. Your use of the Site is at your own risk. You understand that access to the Site may be delayed, interrupted, suspended or terminated from time to time, and we will have no liability for such delays, interruptions, suspensions or terminations, or any lost data or any other losses, costs or damages, whether or not due to our fault. While we use reasonable efforts to include only accurate and up-to-date information on the Site, you acknowledge that inaccuracies, including typographical errors, may occur from time to time. THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE", AND TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND EACH OF OUR ADVERTISERS, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES AND AGENTS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES,



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WE EXPRESSLY DISCLAIM ANY LIABILITY OR RESPONSIBILITY FOR ANY (A) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE OR SERVICES, (B) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (C) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THIS SITE BY ANY THIRD PARTY, AND/OR (D) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THIS SITE.

IF YOU ARE DISSATISFIED WITH THE SITE OR ITS CONTENTS, YOUR ONLY REMEDY IS TO DISCONTINUE USE OF THE SITE

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN ONE OF THESE JURISDICTIONS, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

14. Limited Liability.

IN NO EVENT WILL WE, OUR AFFILIATES AND OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ANY OTHER PARTY INVOLVED IN CREATING OR DELIVERING THE SITE, BE LIABLE TO YOU OR TO ANY THIRD PARTY: (I) FOR ANY DIRECT DAMAGES IN EXCESS OF THOSE ACTUALLY SUFFERED, NOT TO EXCEED IN ANY EVENT US\$50, OR (II) FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR CAUSES OF ACTION OF ANY KIND (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH THE USE OF, THE INABILITY TO USE, OR THE PERFORMANCE OF THE SITE, OR ANY CONTENT OR LINKED SITES ON OR ACCESSED THROUGH THE SITE INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES, OR ANY OTHER TYPE OF DAMAGE, TANGIBLE OR INTANGIBLE, EVEN IF WE HAD BEEN ADVISED OF, OR SHOULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGE. ALL CLAIMS MUST BE BROUGHT WITHIN SIX MONTHS OF THE OCCURENCE OF THE CAUSE OF ACTION.

15. Indemnity.

You agree to defend, indemnify and hold us, our subsidiaries, affiliates, and licensors and their respective officers, directors, agents, partners and employees, harmless from and against any loss, costs, liability, claim, or demand, including reasonable attorneys' fees, in any way related to or arising from any violation of these Terms by you, or in connection with your use of this Site, or as a result of the posting or transmission of any materials or information on or through the Site by you.

16. Liquidated Damages.

You acknowledge and agree that spam is harmful to a site, service or network and causes injury, including damage to reputation and goodwill, which is difficult to measure. Without limiting the generality or applicability of Section 15, above, as a reasonable estimation of harm, you agree to pay us US\$50 for each unsolicited commercial email or other unsolicited commercial communication that you send from, to, or through the Site.

17. International Users.

The Site originates, and is controlled and operated from the Province of British Columbia, Canada, and all information is processed in Canada. The products, services and information described or made available on this Site are offered or disclosed only in jurisdictions where they may be legally offered or disclosed, and are offered and disclosed only to persons to whom it is lawful to do so. You agree to comply with all applicable laws, rules and regulations governing your use of the Site.

18. Miscellaneous.

18.1 Entire Agreement. You agree to review the policies posted on this Site, including our [Privacy Policy](#), which is hereby incorporated by reference. These Terms constitute the entire agreement between you and us regarding the use of this Site and supersedes any prior or contemporaneous understandings and agreements between you and us related to the subject matter hereof.

18.2 Independent Contractors. Nothing in these Terms shall be deemed to create an agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship of any kind between us and any user.

18.3 No Third Party Beneficiaries. The agreement created pursuant to these Terms is between you and us. There are no third-party beneficiaries to these Terms.

18.4 Section Titles. The section titles in these Terms are for convenience only and have no legal or contractual effect.

18.5 Non-Waiver. Our failure to exercise or enforce any right or remedy under these Terms shall not operate as a waiver of such right or remedy.

18.6 Severability. You agree that these Terms are binding upon you. The individual terms and conditions constituting these terms are severable. If any provision or part of a provision of these Terms is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable and shall not affect the validity and enforceability of any of the remaining provisions.

18.7 Assignment. You may not assign your rights under these Terms to any third party; we may assign our rights under these Terms without restriction.

18.8 Language. You agree that these Terms, and all correspondence and documentation relating to these Terms, shall be written in the English language. Vous acceptez que ces termes d'usage, de même que toute la correspondance et la documentation relative à ces termes d'usage, soient rédigées en langue anglaise.



18.9 Contact Information. If you wish to contact us with any questions, comments or concerns regarding the Site or these Terms, or to provide any notice pursuant to these Terms, please refer to our [Contact Us](#) page.

These Terms were last updated on: August 10, 2011.