

Well Tracker Website Terms and Conditions of Use (“Terms of Use”)

Stream-Flo Industries Ltd (“Stream-Flo”) provides this Well Tracker website (the “Website”) as a tool that can be used to track various field data, field asset, and field maintenance information among other things, for customers in the oil and gas industry. The Website is intended to assist customers in collaborative field maintenance planning and support and providing access to information in real-time including but not limited to photos, inspection reports, running procedures, drawings, and other information/documents.

These Terms of Use may be updated frequently, and we encourage you to review them each time you use the Website.

These Terms of Use govern your use of the Website. By accessing and using the Website, you agree to be bound by these Terms of Use. You agree that you have read, understood, and accept these Terms of Use and any additional documents or policies referred to in or incorporated into these Terms of Use.

1. Accessing the Site

Stream-Flo grants you permission to access and use the Website subject to the restrictions set out in these Terms of Use. It is a condition of your use of the Website that the information you provide is correct, current and complete. Your use of the Website is at your own risk. You are responsible for making all arrangements necessary for you to have access to the Website. You are not permitted to allow a third party to access your account unless you have prior written permission of Stream-Flo. You are responsible for the actions of any third party that you allow access to your account. We may close your account, suspend your ability to use certain portions of the Website, and/or ban you altogether from the Website for any or no reason and without notice or liability of any kind.

2. Proprietary Rights

The entire contents of this Website, including without limitation, all information, text, software, displays, images, video, design, graphics, and other information, visual or other digital material, software (including source and object codes) (the "Contents") and all organization and presentation of the Contents which form a part of this Website are the exclusive property of Stream-Flo and are protected by Canadian and international copyright, trademarks, trade names, patents, trade secrets and other proprietary or intellectual property rights. Nothing shall be construed as providing any license to any proprietary or intellectual property rights in or to any of the Contents to you or any other party, except as expressly granted in these Terms of Use.

3. Privacy

[Stream-Flo’s Website Privacy Statement and Privacy Policy](#) hereby incorporated by reference, apply to your use of the Website and set out the terms on which Stream-Flo collects, uses and discloses any personal data obtained from you.

4. Viruses

Stream-Flo assumes no responsibility and shall not be liable for any damages of any nature caused by the use of this Website, including damages caused by viruses, worms, Trojan horses or any other computer software or anomaly that may infect, affect, or damage your computer hardware, software, memory or any other property or yours or others, as a result of your access to or use of this Website.

5. Disclaimer

This Website is provided to you on an “as is” and “as available” basis. Stream-Flo disclaims all representations or warranties, statutorily, at law, express or implied, of any kind, including without limitation: (i) implied warranties of merchantability, fitness for a particular purpose, or non-infringement; (ii) the accuracy, reliability, usefulness, or completeness of any of the information contained in this Website; (iii) that access to this Website will be uninterrupted, error-free or available at any particular time or location; and (iv) that this Website will be secure. You acknowledge and agree that use of this Website or reliance upon any of the information on this Website, including without limitation the Contents, shall be at your own risk and expense.

6. Limitation of Liability

You agree that you assume all responsibility and risk of use of this Website. In no event will Stream-Flo, its subcontractors, vendors, its affiliates and the officers, directors, employees, agents and consultants of any of them (“Stream-Flo Group”) be liable in tort, contract, strict liability, equity, or any other legal theory, or otherwise, either directly or under an indemnity, for any lost profits or for any indirect, special, incidental, consequential or punitive loss or damage of any kind (including without limitation legal fees and expenses) in connection with, resulting from, arising out of or in any way related to your use of this Website. Stream-Flo’s total cumulative liability under any contract, negligence, strict liability, or other legal or equitable theory arising out of or related to this Website shall be limited to CAD\$100.00 (One hundred Canadian Dollars) and you shall release and indemnify Stream-Flo for all amounts and liability in excess of the stated limitation.

7. Indemnity

By using the Website, you agree to release and indemnify Stream-Flo Group from all claims, demands, causes of action, liabilities, damages, judgments, fines, suits, penalties, awards, losses, costs, expenses (including legal fees on a solicitor and his own client full indemnity basis) of any kind or character, including those brought by third parties related to: (a) any information or other content you provide on or through the Website; (b) your use of and access to the Website; and (c) breach of these Terms of Use.

8. General

a) The Terms of Use constitute the entire agreement between you and Stream-Flo with respect to your use of the Website and supersede any and all prior negotiations, understandings, representations and agreements, if any.

b) The Terms of Use shall be governed by and construed in accordance with the laws of the Province of Alberta, without reference to the conflict of laws principles. You agree and hereby submit to the exclusive jurisdiction and venue of the courts of the Province of Alberta.

c) Stream-Flo's failure to insist upon or enforce strict performance of any provision of the Terms of Use shall not be construed as a waiver of any provision or right.

d) If one or more provisions in the Terms of Use are deemed invalid or unenforceable, the validity or enforceability of the remaining provisions of the Terms of Use shall not be affected thereby.

e) The Terms of Use shall inure to the benefit of and be binding on you and Stream-Flo, and your and Stream-Flo's permitted successors and assigns.

f) The Terms of Use have been written in English and you waive any right you may have to have the Terms of Use written in any other language. You represent that you can read and write in English and have read and understand the Terms of Use.

g) Stream-Flo may amend the Terms of Use by posting revisions on the Website with no additional notice to you. Please check frequently to see the Terms of Use in effect. Your continued access to and use of the Website constitutes acceptance of the amended Terms of Use.