

## **WEBSITE TERMS OF USE AGREEMENT**

### **1. WHO WE ARE**

This website (this "Website") is operated and maintained by the Used Oil Management Association ("UOMA"). UOMA is an association of five provincial used oil materials recycling associations, being: the British Columbia Used Oil Management Association (BCUOMA), Alberta Used Oil Management Association (AUOMA), Saskatchewan Association for Resource Recovery Corp. (SARRC), Manitoba Association for Resource Recovery Corp. (MARRC) and Société de gestion des huiles usagées (Soghu) - (the "Member Associations"). This Website contains information, materials and hypertext links to websites that are of interest to UOMA and its members and the general public (the "Content" or "Contents"). The Content is offered in good faith and for information purposes only. This Website is provided as a service and UOMA may, at any time and from time to time, delete, modify or supplement the Content without notice or liability to you.

### **2. OWNERSHIP AND USE OF THIS WEBSITE AND ITS CONTENT**

YOUR USE OF THIS WEBSITE CONSTITUTES YOUR EXPRESS AND UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED ON THIS WEBPAGE (this "Agreement"). PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO ANY OF THE FOLLOWING TERMS AND CONDITIONS, DO NOT ACCESS OR USE THIS WEBSITE. THIS AGREEMENT GOVERNS YOUR USE OF THIS WEBSITE AND ITS CONTENTS. BY ACCESSING OR USING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND OUR PRIVACY POLICY. YOU AGREE THAT EACH USE BY YOU OF THIS WEBSITE SIGNIFIES YOUR CONTINUING AGREEMENT TO BE BOUND BY THIS AGREEMENT. YOU REPRESENT AND WARRANT TO UOMA THAT YOU HAVE FULL LEGAL AUTHORITY TO ENTER THIS AGREEMENT ON YOUR OWN BEHALF AND ON BEHALF OF ANY PERSON THAT YOU REPRESENT.

#### **Ownership**

This Website and the Content are, and shall remain, the sole property of UOMA. Your use of or access to this Website shall not in any way transfer or assign to you any ownership or other proprietary rights in or to this Website or any Content. This Website and the Content is protected by all relevant Canadian and international copyrights in the design of this Website, including layout, typography, underlying HTML, Java scripts, text, audio clips, video clips and graphics, and in the expression of the information contained herein, whether as a compilation or otherwise. Trade-marks, trade names and designs appearing on this Website are the exclusive property of, or are licensed to, UOMA or Member Associations and are protected. No use of a trade-mark, trade name or design appearing on this Website may be made without the prior, written permission of UOMA or the owner thereof.

#### **Limited License**

UOMA grants to you a limited, revocable, non-transferable, non-exclusive license to display on your computer, print, download and use one copy of the Content, but only for non-commercial, personal or educational purposes, and provided always that you:

- (a) do not amend, modify or change any such Content;

- (b) include with and display on each copy of such Content the associated copyright notice (“© 2005-2006 UOMA. All rights reserved.”) and this limited license; and
- (c) include all UOMA identification, marks, notices and disclaimers.

No other use or copying of this Website or the Content is permitted. Without limiting the generality of the foregoing, you are expressly prohibited from:

- (a) making any commercial use of any Content;
- (b) including any Content in or with any product or service that you distribute or provide;
- (c) copying any Content onto your or any other website; and
- (d) storing any Content for reproduction, redistribution or publication to third parties.

Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as conferring any right under any copyright of UOMA, a Member Association or any other person who owns copyright in the Content.

#### Linking – Permission Required

You are prohibited from making links of any kind to this Website without UOMA’s prior written permission. You may not sell, retransmit, repackage, disseminate or otherwise republish any of the Content in any form, including paper, nor may you include any Content with any product, document or information that you hold, create or distribute without the prior written consent of UOMA. Without limiting the generality of the foregoing, hypertext linking to this Website or “deep linking” to any webpage on this Website is strictly prohibited without the express written permission of UOMA.

Upon receiving permission from UOMA to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of UOMA’s logos or trade-marks;
- (b) you do not create a frame or any other browser or border environment around this Website;
- (c) you do not in any way imply that UOMA is endorsing any products or services;
- (d) you do not misrepresent your relationship with UOMA or a Member Association nor present any other false information about UOMA;
- (e) you do not link from a website that is not owned by you; and
- (f) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

UOMA expressly reserves the right to revoke the right to link to this Website for breach of these terms and to take any action it deems appropriate. You shall fully indemnify UOMA for any loss or damage suffered by UOMA or any of its Member Associations for breach of any of the above-listed terms.

#### Data Mining and other Prohibited Uses

Use of this Website through a Web browser that contains any frames displaying contents of other Websites is strictly prohibited. The scarping or mining of data from or framing or mirroring of this Website by any method is strictly prohibited. You agree to not employ or utilize any collaborative browsing or display technologies.

### Visitor Material and Conduct

Any material you transmit or post to this Website will be considered non-confidential and non-proprietary. UOMA will have no obligations with respect to such material. UOMA and its designees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

You are prohibited from posting or transmitting to or from this Website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- (b) for which you have not obtained all necessary licenses and/or approvals;
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in Canada or any other country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

### Web Privacy Statement

Your use of and access to this Website is subject to our privacy policy (as may be amended from time to time) and our privacy policy is incorporated into and forms a part of this Agreement. Your continued use of and access to this Website constitutes your acknowledgement that you have read and agreed to the terms and conditions of our privacy policy. In summary, UOMA does not sell, rent or barter any information to anyone. UOMA does not identify individual visitors to this Website other than by their Internet Protocol (IP) address. We use your IP address to help administer this Website. We may also record other information about your visit to this Website, including the universal resource locator (URL) address from which you have connected to this Website, the webpages you visit on this Website and the Content you download from this Website. None of the information collected is associated with you as an individual. No individual's identifying information obtainable through use of this Website is kept or used by UOMA.

## **3. ACCESS**

### Right to Suspend

UOMA, in its sole and absolute discretion, may change, suspend or discontinue any aspect of this Website at any time, including the availability of any feature, data base or other content. UOMA may also impose limits on certain features and services, or restrict your access to parts or all of this Website, without notice or liability to you.

### Restricted Areas

Certain areas of this Website may be accessed only by use of a user identification and password. If you have access to any of these areas, you are responsible to ensure that your user identification and password are not disclosed to any other person. If you disclose your user identification and password to any other person or become aware of any unauthorized access, you are responsible to advise UOMA immediately. You are responsible for and hereby release UOMA from, and indemnify UOMA against, all claims, proceedings, liabilities, obligations and costs resulting directly or indirectly from the use of your identification or password by the person to whom you disclosed them or by any other person.

#### **4. LINKS TO OTHER WEBSITES**

Links to third-party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. UOMA has not reviewed any of these third-party websites and does not control and is not responsible for these websites or their content. UOMA therefore does not endorse or make any representations or warranties about them, about any material found there, or about any results that may be obtained from using such third-party websites. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk.

#### **5. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

##### Warranty Disclaimer

THIS WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. UOMA DOES NOT ACCEPT ANY LIABILITY WHATSOEVER FOR YOUR USE OF OR ACCESS TO THIS WEBSITE. TO THE FULLEST EXTENT PERMITTED BY LAW, UOMA DISCLAIMS MAKING ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER IN RESPECT OF THE CONTENT OR THIS WEBSITE IN GENERAL. UOMA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THOSE OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND THOSE ARISING BY LAW, UNDER STATUTE, IN TRADE, BY COURSE OF DEALING OR OTHERWISE. Without limiting the foregoing, UOMA does not represent or warrant that:

- (a) access to this Website will be secure, timely, error- or virus-free, continuous or uninterrupted;
- (b) communications to or from this Website will be secure or free from interception;
- (c) this Website and the Content will be accurate, complete or current; or
- (d) errors, defects and inaccuracies in this Website or the Content will be corrected.

##### Liability Disclaimer

UOMA EXPRESSLY DISCLAIMS LIABILITY FOR ALL DAMAGES AND LOSSES (WHETHER DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE) ARISING FROM OR IN ANY WAY RELATED TO YOUR USE OF OR ACCESS TO THIS WEBSITE OR THE CONTENT (INCLUDING HYPERTEXT LINKS PROVIDED ON THIS WEBSITE), INCLUDING, WITHOUT LIMITATION, DAMAGE TO ANY COMPUTER, SOFTWARE APPLICATION OR DATA BY ANY VIRUS THAT MIGHT BE TRANSMITTED OR ACTIVATED VIA THIS WEBSITE OR BY ACCESS TO THIS WEBSITE, ANY BREACH OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT, AND CONTRAVENTION OF ANY LOCAL, NATIONAL OR INTERNATIONAL RESTRICTION ON THE PUBLICATION OR TRANSMISSION OF INFORMATION, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STATUTE, STRICT LIABILITY OR OTHERWISE, EVEN IF UOMA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. It is solely your responsibility to take precautions to ensure that whatever you access or download from the World Wide Web is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

### Internet Disclaimer

You expressly acknowledge that websites that may be linked to this Website are owned and operated independently of UOMA and that UOMA has no responsibility or liability whatsoever for, or control over, any such third-party websites. You acknowledge that your use of third-party websites (and your dealings with the third parties who own such websites) shall be conducted solely at your risk. UOMA encourages you to exercise discretion when using the hypertext links on this Website. Any hypertext link may ultimately direct the user to websites containing content that some people may find offensive or inappropriate or that violates laws in force in your jurisdiction. The suitability of information accessed by hypertext links from this Website is the sole responsibility of the person(s) that maintain that information or third-party website. If you have questions about the content of a particular third-party website, or information related to it, contact the person or webmaster responsible for that website. Access to this Website for the purpose of browsing the Content via the World Wide Web is encouraged; ALL OTHER ATTEMPTS TO ACCESS OR USE THIS WEBSITE, THE RELATED COMPUTER SYSTEM OR ITS RESOURCES, ARE UNAUTHORIZED. UNAUTHORIZED USE OF A COMPUTER SYSTEM IS A CRIMINAL OFFENCE IN CANADA.

### No Endorsements

UOMA does not endorse any product or service available through any third-party website linked to this Website. UOMA makes no warranties or representations, express or implied, with respect to any products or services made available from third-party websites that are hypertext linked, directly or indirectly, to this Website.

## **6. GENERAL TERMS AND CONDITIONS**

This Agreement, and your rights and obligations under this Agreement, may not be transferred or assigned by you without the prior written consent of UOMA, which consent may be arbitrarily withheld by UOMA in its sole and absolute discretion. UOMA may at any time assign this Agreement, including any of its rights and obligations hereunder, without your prior consent.

This Agreement shall be governed and construed in accordance with the laws of the Province of Saskatchewan, Canada, without regard to conflict of law rules. You covenant and agree with UOMA that any dispute must be resolved before the Court of Queen's Bench for Saskatchewan, in the Judicial Centre of Saskatoon. You hereby irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Saskatchewan.

UOMA may, in its sole and absolute discretion, amend this Agreement from time to time, for any reason, without prior notice or liability to you or to any other person; provided, however, that UOMA will ensure that any such amendment will be made available to you on this Website. Your use of this Website after such amendments are posted by UOMA signifies your acceptance of those revised terms of this Agreement. You are responsible for periodically visiting this webpage to review the terms and conditions of this Agreement. You may not change, modify or amend this Agreement in any manner.

No consent of or waiver by UOMA will be effective unless in writing and signed by an authorized representative of UOMA.

If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such provision shall be severed from this Agreement and shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement. All other provisions of this

Agreement shall, nevertheless, remain in full force and effect and no provision shall be deemed dependent upon any other provision unless so expressed herein.

The provisions herein contained constitute the entire agreement between you and UOMA, and supersede all previous communications, representations and agreements, whether oral, written or electronic, between you and UOMA, with respect to the subject matter hereof; there being no representation, warranties, terms, conditions, undertakings, or collateral agreements (express, implied, or statutory) between the parties other than as expressly set forth in this agreement; PROVIDED THAT in the event of any inconsistency between this Agreement and any agreement governing the provision by UOMA of any particular service to you, the latter shall prevail; PROVIDED THAT the absence from any other agreement of a term included in this Agreement shall not be deemed an inconsistency.

The terms and provisions of this Agreement enure to the benefit of, and are binding upon, you and your heirs, executors, administrators, personal representatives, successors and permitted assigns, and upon UOMA and its successors and assigns. If you breach any provision of this Agreement, you may no longer use this Website or any Content. UOMA may, in its sole and absolute discretion for any reason, cancel or terminate your right to use this Website at any time without notice, whereupon you are no longer authorized to use this Website and the Content. In the event of any termination of this Agreement or your right to use this Website and the Content, this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of this Website and the Content. All provisions of this Agreement, that by their nature are intended to continue after the termination of this Agreement, shall survive and continue after such termination.

Use of this Website is not authorized in any jurisdiction that does not give full effect to all of the terms and conditions of this Agreement.