



Website Use Agreement

YOUR ACCEPTANCE OF THIS AGREEMENT

This is an Agreement between you and all persons you represent (and for purposes of this Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity) and OptiSeis Solutions Ltd. ("OptiSeis") regarding your access to and use of OptiSeis's OptiSeis.com website and all content, information, products and services available on or through the website (collectively, the "Website"). This Agreement also provides benefits to OptiSeis's affiliates, service providers, suppliers and other persons. Each time you use the Website you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent, to be bound by this Agreement as it then reads, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and any person you purport to represent. If you do not agree with each provision of this Agreement, or you are not authorized to agree to and accept this Agreement on behalf of the person you purport to represent, you may not access or use the Website. The Website is for convenience and informational purposes only and is not intended to convey advice or recommendations. This Agreement is in addition to any other agreement you may have with OptiSeis, including a transaction agreement.

CHANGES TO THIS AGREEMENT

OptiSeis may, in its sole discretion, change this Agreement from time to time as it relates to future use of the Website, by posting a revised Agreement on the Website. By using the Website after this revised Agreement has been posted, you signify your acceptance and agreement to be bound by the revised Agreement. You may not change this Agreement in any manner.

OWNERSHIP AND PERMITTED USE OF THE WEBSITE

The Website (including all content, page headers, custom graphics, button icons, and scripts and the presentation, arrangement, coordination, enhancement and selection of such and other information in text, graphical, video and audio forms, images, icons, software, designs, applications, data, and other elements available on or through the Website) is the property of OptiSeis and others, and is protected by Canadian and international copyright, trademark and other laws. Your use of the Website does not transfer to you any ownership or other rights in the Website or its content. The Website is made available to you for your lawful, personal use only. You may use the Website only in the manner described expressly in this Agreement and subject to all applicable laws. Using the Website for any other purpose or in any other manner is strictly prohibited.

You may print Website pages provided that you do not modify any of the pages and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers. The Website and its content may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of OptiSeis. You may not sell or resell any part of the Website or access to the Website. You may not use any of the software that is used in the operation or provision of the Website except while you are using the Website in accordance with this Agreement.

MISPRINTS AND ERRORS

OptiSeis endeavours to provide current and accurate information on the Website. However, misprints, errors, inaccuracies, omissions (including incorrect specifications for products) or other errors may sometimes occur. OptiSeis does not warrant that the content is accurate or complete. OptiSeis reserves the right to correct any error, inaccuracy or omission at any time without prior notice or liability to you or any other person.

TRADE-MARK INFORMATION

OPTISEIS, the OptiSeis logo, and other names and logos appearing on or in connection with Website (the "Marks") are registered or unregistered trademarks, service marks, tradenames and logos owned or licensed by OptiSeis or their respective owners or licensees.

Any use of the Marks, except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the Website or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any of the Marks.

NO LINKING, FRAMING, MIRRORING, SCRAPING, DATA-MINING OR POSTINGS

Links to the Website without the express written permission of OptiSeis are strictly prohibited. To request permission to link to the Website, please send an email to info@optiseis.com. OptiSeis may in its discretion cancel and revoke any permission it may give to link to the Website at any time and without any notice or liability. The framing, mirroring, scraping or data-mining of the Website or any of its content in any form and by any means is strictly prohibited. You may not use any collaborative browsing or display technologies in connection with your use of the Website or to post comments, communications, or any other data of any kind to or on the Website with the intention that such postings may be viewed by other users of the Website.

SOFTWARE AGREEMENTS

OptiSeis may cause software to be available for you to download from the Website or through other Websites and Internet resources. The software is protected by copyright, and your downloading and use of the software is governed by the applicable transaction agreement and the Software Licence Agreement specific to the software. By downloading software, you signify your agreement and acceptance of the applicable transaction agreement and Software Licence Agreement.

DISCLAIMERS, LIABILITY EXCLUSIONS/LIMITATIONS AND INDEMNITY

DISCLAIMERS

YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF OR RELATING TO ACCURACY, ACCESSIBILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE OR DURABILITY, ALL OF WHICH ARE DISCLAIMED BY OPTISEIS TO THE FULLEST EXTENT PERMITTED BY LAW.

LIABILITY EXCLUSIONS

OPTISEIS AND ITS PROVIDERS WILL NEVER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE WEBSITE OR THIS AGREEMENT INCLUDING BUT NOT LIMITED TO LOSS OF DATA, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, REPUTATION OR GOODWILL, ANTICIPATED OR OTHERWISE, OR ECONOMIC LOSS, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING WITHOUT LIMITATION GROSS NEGLIGENCE AND FUNDAMENTAL BREACH) BY OPTISEIS OR ANY PERSON FOR WHOM OPTISEIS IS RESPONSIBLE, AND EVEN IF OPTISEIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE BEING INCURRED.

OTHER SITES/RESOURCES

For your convenience, the Website may include links or references to other Internet sites or resources and businesses operated by other persons (collectively "Other Sites"). Other Sites are independent from OptiSeis, and OptiSeis has no responsibility or liability for or control over Other Sites, their business, goods, services, or content. OptiSeis does not sponsor or endorse Other Sites or their business, goods, services, or content, unless expressly indicated in writing. Your use of Other Sites and your dealings with the owners or operators of Other Sites is at your own risk, and you will not make any claim against OptiSeis arising from, connected with, or relating to your use of Other Sites or your dealings with the owners or operators of Other Sites. As between you and OptiSeis, this Agreement, with all necessary modifications, applies to your access and use of any Other Sites and their business, goods, services and content.

TERMINATION

Notwithstanding any other provision of this Agreement, OptiSeis may in its discretion change, discontinue, modify, restrict, suspend or terminate the Website or any part of it without any notice or liability to you or any other person. OptiSeis may in its discretion and for its convenience at any time immediately terminate, temporarily or permanently, this Agreement or your permission to access and use the Website without any notice or liability to you or any other person.

If this Agreement or your permission to access or use all or any part of the Website is terminated for any reason, then this Agreement and all other than existing agreements between you and OptiSeis will continue to apply and be binding upon you regarding your prior access to and use of the Website, and anything connected with, relating to or arising therefrom.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement, your access to and use of the Website, and all related matters are governed solely by the laws of Alberta, Canada and applicable federal laws of Canada. Any dispute between you and OptiSeis or any other person arising from, connected with or relating to the Website, this Agreement, or any related matters (collectively "Disputes") will be resolved before the Courts of Alberta, sitting in the City of Calgary, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes.

OTHER MATTERS

If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect. This Agreement ensures to the benefit of and is binding upon each of OptiSeis and its successors, assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns and personal representatives. You may not assign this Agreement or the rights and obligations under this Agreement. OptiSeis may assign this Agreement and its rights and obligations under this Agreement without your consent. No consent or waiver by any party to or of any breach or default by any other party in its performance of its obligations under this Agreement will be: (a) deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party; or (b) effective unless in writing and signed by all parties.