

USER AGREEMENT

This User Agreement (hereinafter referred to as "AGREEMENT") relates to the use of Enerpoint Imedia Corp. (hereinafter referred to as "ENERPOINT") services (hereinafter referred to as "ENERGYNOW") and you (hereinafter referred to as "CLIENT")

Your use of the ENERGYNOW.ca site indicates your agreement to these terms and conditions. If you do not agree with these terms and conditions please do not use our services.

ENERPOINT offers services available through free subscriptions (hereinafter referred to as "SUBSCRIPTION SERVICES"), services related to news syndication (hereinafter referred to as "NEWS FEED SERVICES"), services related to press release distribution (hereinafter referred to as "PRESS RELEASE DISTRIBUTION SERVICES"), services related to events and conferences promotion (hereinafter referred to as "EVENTS AND CONFERENCES PROMOTION"), services related to energy data distribution, (hereinafter referred to as "ENERGY DATA DISTRIBUTION SERVICES"), services related to job search (hereinafter referred to as "JOB SEARCH DISTRIBUTION SERVICES"), and other energy services as determined by ENERPOINT (hereinafter referred to as "OTHER DISTRIBUTION SERVICES").

1. Provisions related to NEWS FEED SERVICES

1. You acknowledge that the NEWS FEED SERVICES contains links, descriptions and other material (hereinafter collectively referred to as "LINKS") that are protected by copyright, trademark or other proprietary rights of ENERPOINT and third-party content providers (hereinafter referred to as "PUBLISHERS").
2. You may not modify the code that ENERPOINT provides to you which generates the LINKS or any of the LINKS, in whole or part.
3. You agree that you will at all times conspicuously designate the Publisher as the source of the news content.
4. You may not license, sublicense, sell, assign, or transfer any of the LINKS provided by the NEWS FEED SERVICES.
5. You may not reproduce the LINKS through the NEWS FEED SERVICES unless permission has been granted to you by ENERPOINT in writing.
6. You are not authorized to copy the text from any article or advertisement without the express permission of the Publisher.
7. The LINKS may not be used on any sites that ENERPOINT determine to be unsuitable for any reasons that include but are not limited to those that: (i) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (ii) modify the names of the PUBLISHERS or fail to give proper source attribution without PUBLISHER's permission, (iii) violate intellectual property rights.
8. Advertisers on ENERGYNOW permit ENERPOINT to display your site's name, logo and URL on ENERGYNOW, in marketing and reporting literature, profile application, and any other advertising.

9. ENERPOINT is an independent provider of the LINKS. You are responsible for taking all reasonable precautions to ensure that materials posted on your site do not violate or infringe upon any rights of any third party.
10. ENERPOINT reserves the right to modify the presentation of the LINKS at its sole discretion, including but not limited to changing the look and/or format of the LINKS and inserting advertising and/or press releases with the LINKS.
11. ENERPOINT reserves the right to charge fees for NEWS FEED SERVICES upon prior notice. If you choose to forgo payment, ENERPOINT reserves the right to limit or restrict access to NEWS FEED SERVICES.

2. Provisions related to PRESS RELEASE DISTRIBUTION SERVICES.

1. News copy and other information in any format may be submitted to ENERGYNOW for a pre-determined fee. News copy may be in any format known or afterwards developed, including without limitation, textual, photographic, video and audio, and URLs (collectively, "CONTENT").
2. ENERPOINT reserves the right to impose a reasonable charge for any costs it may incur in connection with regulatory requests or subpoena pertaining to press releases submitted.
3. CLIENT is responsible for updating account contact information including names, addresses, telephone numbers, and credit card information.
4. CLIENT is responsible for accuracy of all CONTENT submitted.
5. ENERPOINT is not responsible for verifying any facts contained in CLIENT press releases.
6. CLIENT represents and warrants to ENERPOINT that it has the right to deliver to ENERPOINT CONTENT submitted.
7. CLIENT will comply with all applicable laws, rules and regulations related to Content.
8. No CONTENT submitted will contain any obscene, libelous, slanderous, or otherwise defamatory, false, or misleading data or data which violates any copyrights, right of privacy or publicity or other right of any person.
9. CONTENT will not contain any viruses, scripts, programs, or any code that destroys, alters, or inhibits the operation of computer systems that run through such computer systems.
10. ENERPOINT reserves the right to edit or reject copy or other information when necessary in its own judgement, provided that it makes no material substantive change to the CONTENT.
11. CLIENT grants to ENERPOINT a worldwide, royalty-free perpetual license and right to reproduce, distribute, translate, archive and create derivative works or the processed CONTENT.

3. Provisions related to EVENTS AND CONFERENCES PROMOTION

1. All listings (hereinafter "EVENTS"), including but not limited to trade fairs, trade conferences, and business conferences may be submitted to ENERGYNOW for free.
2. CLIENT is responsible for updating account information, listing information, and all details related to Event.
3. CLIENT is responsible for all accuracy of all CONTENT submitted.
4. ENERPOINT is not responsible for accuracy of any facts contained in CLIENT submitted EVENTS.

5. CLIENT represents and warrants to ENERPOINT that it has the right to deliver to ENERPOINT content submitted.
6. CLIENT will comply with all applicable laws, rules and regulations related to appropriate content.
7. No CONTENT submitted will contain any obscene, libelous, slanderous, or otherwise defamatory, false, or misleading data or data which violates any copyrights, right of privacy or publicity or other right of any person.
8. CONTENT will not contain any viruses, scripts, programs, or any code that destroys, alters, or inhibits the operation of computer systems that run through such computer systems.
9. ENERPOINT reserves the right to edit or reject content when necessary in its own judgement, provided that it makes no material substantive change to the CONTENT.
10. CLIENT grants to ENERPOINT a worldwide, royalty-free perpetual license and right to reproduce, distribute, translate, archive and create derivative works of the processed CONTENT.

4. Content Disclaimer

1. This online news aggregation service has been developed by ENERPOINT. The LINKS will take users to external websites that are not affiliated with the Site. External sites might require their own registration.
2. Results in our indices are indexed by ENERPOINT's automated systems. LINKS and pointers to other sites do not constitute an endorsement by ENERPOINT or its affiliates of any third-party site or any materials contained therein. ENERPOINT and its affiliates do not control, and are not responsible for, the availability, accuracy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

5. Indemnification.

1. You hereby agree to indemnify, defend and hold harmless ENERPOINT and its affiliates from and against any and all liability and costs incurred by ENERPOINT or the affiliates in connection with any claim arising out of any breach or alleged breach of any of your obligations set forth herein. You shall cooperate as fully as reasonably required in the defense of any claim. ENERPOINT reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of ENERPOINT.

6. Warranties Disclaimer

1. You acknowledge that any reliance upon any advice, opinion, statement, or other information displayed or distributed through ENERGYNOW is at your sole risk. ENERPOINT reserves the right, in its sole discretion and without notice, to correct any errors or omissions in any portion of ENERGYNOW, or to deny access to ENERGYNOW to anyone at any time. You acknowledge and agree that ENERPOINT is not responsible for any materials posted by users of ENERGYNOW. Prior to purchasing any third party products or services described or advertised on ENERGYNOW, you are advised to conduct your own due diligence, verify pricing and other information. Neither ENERPOINT nor its

affiliates shall have any liability arising from your purchases of third party goods or services based upon the information provided on ENERGYNOW.

2. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ENERGYNOW (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, SUBSCRIPTION SERVICES, NEWS FEED SERVICES, MATERIALS AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF) ARE PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ENERPOINT AND THE AFFILIATES MAKE NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE SITE UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE BY ENERPOINT. ENERPOINT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ENERGYNOW OR THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT ENERGYNOW OR SUBSCRIPTION SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT ENERGYNOW, INCLUDING FORUMS OR THE SERVER(S) ON WHICH ENERGYNOW IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

7. LIMITATION OF LIABILITY

1. USE OF ENERGYNOW IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, COMMUNICATIONS, CONTENT, OR OTHER MATERIAL (INCLUDING WITHOUT LIMITATION SOFTWARE) ACCESSED THROUGH OR OBTAINED BY MEANS OF ENERGYNOW. UNDER NO CIRCUMSTANCES SHALL ENERPOINT OR ITS AFFILIATES, OR ANY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES FOR ENERPOINT OR ITS AFFILIATES, BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, ENERGYNOW, SUBSCRIPTION SERVICES OR NEWS FEED SERVICES, EVEN IF ENERPOINT, ITS AFFILIATES, OR THEIR PROVIDERS OF TELECOMMUNICATIONS OR NETWORK SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF ENERPOINT AND ITS AFFILIATES HEREUNDER IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU FOR ACCESS AND USE OF THE SUBSCRIPTION SERVICES. YOU HEREBY RELEASE ENERPOINT AND ITS AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Termination

In addition to any other rights of the parties set forth, ENERPOINT may cancel or terminate this AGREEMENT. ENERPOINT also reserves the right to restrict, suspend or terminate your access to ENERGYNOW in whole or in part, without notice, with respect to any breach or threatened breach of any portion of this AGREEMENT. If ENERPOINT terminates this AGREEMENT based on a breach of any portion of this AGREEMENT, ENERPOINT reserves the right to refuse to provide a subscription or any SUBSCRIPTION SERVICES to you in the future.

9. Modifications

1. Modifications to the AGREEMENT. ENERPOINT has the right to modify this AGREEMENT and any policies affecting ENERGYNOW. Any modification is effective immediately upon posting to ENERGYNOW or distribution via electronic mail or conventional mail. Your continued use of ENERGYNOW following any modification to this AGREEMENT shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of ENERPOINT in providing ENERGYNOW, including without limitation: (i) any change in the CONTENT, or (ii) any change in the amount or type of fees associated with the SUBSCRIPTION SERVICES, is to cancel your subscription in accordance with the subscription help instructions.
2. Modifications to ENERGYNOW. ENERPOINT has the right to modify, suspend or discontinue ENERGYNOW or any portion thereof at any time, including the availability of any area of ENERGYNOW, including without limitation the SUBSCRIPTION SERVICES. ENERPOINT may also impose limits on certain features and services or restrict your access to parts or all of the ENERPOINT ENERGYNOW site without notice or liability.
3. Removal of LINKS Requests. If you are PUBLISHER and you do not want your publications indexed or linked to by ENERPOINT please notify us and such LINKS may be removed on a case by case basis.

10. Email Marketing Communication

1. ENERPOINT reserves the right to send its customers, members, and user's promotional emails or offers. You may opt-out of receiving such emails or offers at any time by clicking the unsubscribe link in the email you received.

11. General

1. This AGREEMENT constitutes the entire agreement between you and ENERPOINT with respect to ENERGYNOW and, if applicable, the SUBSCRIPTION SERVICES and supersedes all prior agreements between you and ENERPOINT. Failure by ENERPOINT to enforce any provision of this agreement shall not be construed as a waiver of any provision or right. Interpretation and enforcement of this agreement shall be governed by the laws of the province of Alberta, Canada. You consent irrevocably to personal jurisdiction in the federal and provincial courts of Alberta, Canada for any action arising out of or relating to your use of ENERGYNOW. The federal and provincial courts of Alberta shall have exclusive jurisdiction over all such actions. In any such action, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable legal fees. In the event that any portion of this AGREEMENT is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.
2. Use of any ENERPOINT ENERGYNOW site indicates your agreement to the terms and conditions set forth above.