



## USER AGREEMENT

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This website referred to as Unionline™ and the associated File Transfer Protocol website (collectively, the “Union Websites”) are owned and operated by Union Gas Limited (“Union”). The Union Websites are made available by Union to certain of its customers as a service to provide information to customers and to permit customers to conduct business with Union more efficiently. Access to and use of the Union Websites is subject to the terms and conditions of this user agreement (the “Agreement”). If you (hereinafter referred to as “Subscriber”) read and agree to the terms and conditions of this Agreement, click the “Accept” button below. If Subscriber disagrees with the terms and conditions of this Agreement, click the “Do Not Accept” button below. Subscriber will not be granted access to the Union Websites if it selects “Do Not Accept.”

As used in this Agreement, the term “Parties” means Union and Subscriber.

### **1. Proprietary Rights**

- a) All materials on the Union Websites, including, without limitation, any text, data, information, images, illustrations, audio clips and video clips (collectively, “Materials”), are protected by intellectual property rights owned by either Union, its affiliates or subsidiaries, or by third parties who have licensed their material to Union. Materials from the Union Websites may not be copied, downloaded, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the prior written consent of Union or except as specifically permitted in this Agreement. Modification of Materials or use of Materials for any purpose other than as expressly permitted in this Agreement is prohibited.
- b) Any trademarks, logos, service marks, designs, domain names and distinguishing features on the Union Websites (collectively, “Marks”), are the property of Union and nothing in the Union Websites can be construed as granting in any manner whatsoever any license or right to use any of the Marks without express written permission. Any unauthorized use or misuse of the Marks is prohibited.

### **2. Restriction on Use and Confidentiality of Secured Transactions**

- a) Subject to the terms and conditions of this Agreement, Subscriber may use the Union Websites for the purpose of viewing information and facilitating the receipt by Subscriber of certain services that Union may from time to time make available on the Union Websites. Subscriber agrees that this Agreement alone does not allow Subscriber to effect business transactions with Union on the Union Websites. The provision by Union of any services to Subscriber shall be pursuant to a services agreement between Union and Subscriber in respect of those services.

- b) Use of the Union Websites user identifications, passwords, and/or electronic identification keys (hereinafter collectively referred to as “Codes”) by Subscriber shall be limited to only those person(s) who have been authorized by the Subscriber to use the Union Websites (each, an “Authorized Person”) as indicated in and in compliance with the Access Request Form(s) signed by Subscriber. Union shall provide to Subscriber the required Codes for each Authorized Person. Union reserves the right to invalidate, change or terminate any Code, after which Union will provide notice and reasons to Subscriber.
- c) Subscriber shall designate a contact (“Subscriber Contact”) who shall inform Union on an as needed basis which Authorized Person of Subscriber shall have access to the Union Websites, and shall act as the person authorized by Subscriber to receive from Union and deliver to Union any notices, Codes, and information in accordance with this Agreement.
- d) Subscriber is entirely responsible for all activities that occur under the Codes, and Subscriber shall maintain, and shall cause all Authorized Persons to maintain, the confidentiality of Codes. Union will not be liable for any loss or damage that Subscriber may suffer as a result of the use of Codes by any Authorized Person or any other person.
- e) Subscriber shall, through Subscriber Contact, immediately inform Union in writing whenever Subscriber desires to terminate or limit access to the Union Websites that has been previously granted to any Authorized Person.
- f) Subscriber agrees that it will not use the Union Websites to, directly or indirectly: (i) disrupt Union's network or network services, or the networks or network services of others; (ii) attempt to breach any firewall or other security provisions of the Union Websites; or (iii) conduct or permit any fraudulent, abusive or otherwise illegal activities.
- g) Subscriber agrees that it will not use the Union Websites for any purpose other than as expressly permitted under this Agreement.

### **3. Links to Third Party Sites**

The Union Websites may contain links to sites on the Internet that are owned and operated independently by third parties (the “External Sites”). Union makes no representations whatsoever about any External Sites. Subscriber acknowledges that Union is not responsible for the availability of, or the content located on or through, any External Site. The Subscriber shall be responsible to take any necessary precautions to ensure that its access or use of External Sites is free of viruses, worms, trojan horses and other items of a destructive nature.

### **4. Changes to the Union Websites**

Union may change, suspend or discontinue any aspect of the Union Websites at any time, without notice or liability to Subscriber, including any Materials, feature, database or other content on the Union Websites. Union may also impose limits on certain features and services or restrict Subscriber access to Materials or all or part of the Union Websites without notice or liability to Subscriber.

### **5. Disclaimer**

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE UNION WEBSITES ARE PROVIDED WITHOUT EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION,

RELATING TO ITS OPERATION, CAPABILITY OR AVAILABILITY AND IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE. UNION DOES NOT WARRANT THAT THE OPERATIONS OF THE UNION WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE UNION WEBSITES OR THE SERVER OR OTHER FACILITIES THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

**6. Limitation of Liability**

UNDER NO CIRCUMSTANCES WHATSOEVER SHALL UNION, ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, OWNERS, AGENTS, INFORMATION OR NETWORK PROVIDERS AND LICENSORS (COLLECTIVELY, THE "UNION PARTIES") BE LIABLE TO SUBSCRIBER OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF EARNINGS, BUSINESS INTERRUPTION LOSSES, LOSS OF CONTRACT, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, DELAY, LOSS OF GOODWILL, OR LOSS OF DATA ARISING FROM OR IN CONNECTION WITH SUBSCRIBER'S USE OF, ACCESS TO OR RELIANCE ON, OR SUBSCRIBER'S INABILITY TO USE OR GAIN ACCESS TO, THE UNION WEBSITES OR MATERIALS ACCESSIBLE FROM OR THROUGH THE UNION WEBSITES WHETHER SAID LIABILITIES, LOSSES, OR DAMAGES ARISE IN CONTRACT OR TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF UNION WAS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES, LOSSES OR DAMAGES.

**7. Indemnification**

Subscriber agrees to indemnify, defend and hold the Union Parties harmless from and against any and all claims, liability, losses, costs and expenses (including legal fees and costs) incurred by any of the Union Parties arising from or in connection with (i) any use of the Union Websites under Subscriber's Codes by any person, whether or not authorized by Subscriber, or (ii) Subscriber's breach of any of the provisions of this Agreement. Union reserves the right to direct the defence of, and control, any matter otherwise subject to indemnification by Subscriber, and in such case, Subscriber agrees to co-operate.

**8. Term**

This Agreement shall be in full force and effect from the time the Authorized Person of Subscriber clicks the "Accept" button below. This Agreement shall continue until terminated by either Subscriber or Union in accordance with the provisions of this Agreement. The provisions of Sections 1, 2(d), 3, 5, 6, 7, 12, 13, 14(a) and 14(e) of this Agreement shall survive the termination of this Agreement and continue in full force and effect.

**9. Termination**

- a) Union shall have the right, in its sole discretion, to immediately terminate this Agreement, or terminate or suspend Subscriber's access to all or part of the Union Websites in the event of Subscriber's breach of any of the terms and conditions of this Agreement. Union shall provide notice and reasons to Subscriber Contact of any such termination or suspension.

- b) Subscriber shall have the right to terminate this Agreement at any time, without cause, by providing notice to Union. Union may terminate this Agreement at any time, without cause, by providing Subscriber with at least thirty (30) days' prior notice.

**10. Notices**

All notices, requests, demands, or directions of any nature required or permitted to be given by one party to the other under this Agreement (each a "Notice") shall be in writing and shall be delivered personally or by courier or by facsimile or by electronic internet communication to the address of the Parties to this Agreement as provided on the Access Request Form signed by Subscriber, or such other address as either party may designate by written notice to the other. A Notice shall be deemed to have been sent and received on the day it is delivered personally or by courier or by facsimile or by e-mail. If such day is not a business day, the Notice shall be deemed to have been sent and received on the next business day.

**11. Amendments**

Union shall have the right to amend the terms and conditions of this Agreement at any time by posting any amendments on the Union Websites. Subscriber's continued use of the Union Websites following the posting on the Union Websites of any amendments to this Agreement shall constitute Subscriber's acceptance of such amendments.

**12. Invalidity of Provisions**

If any of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be deemed severable from this Agreement and the validity, legality and enforceability or the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**13. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario in Chatham, Ontario and all courts competent to hear appeals therefrom.

**14. Miscellaneous**

- a) Union may monitor Subscriber's use of the Union Websites and use or disclose any information gathered as part of Union's evaluation of the Union Websites to satisfy any law, regulation or other government or law enforcement request, and to operate the Union Websites properly and efficiently. Union may, in its sole discretion, develop and use consumer research based on Subscriber's use of the Union Websites, but shall keep Subscriber specific information confidential and anonymized. All marketing information shall be subject, in all cases, to compliance with the applicable laws and regulations, as the same may be amended from time to time.
- b) Union reserves the right at any time to charge fees for access to portions of the Union Websites or services on the Union Websites. In the event that Union so elects, it shall post notice on the Union Websites at least thirty (30) days prior to the imposition of such fee. Use by Subscriber of such portion of the Union Websites or service after the date such fee is applicable will constitute Subscriber's agreement to pay said fee. Subscriber

shall pay for all such fees and applicable taxes through Subscriber's account at the rates in effect for the billing period in which such fees are incurred.

- c) Subscriber shall not assign any of its interest in or rights or obligations under this Agreement, in whole or in part, without the prior written consent of Union, which consent shall not be unreasonably withheld.
- d) In the event there is an existing user agreement between the Parties relating to access to and use of any or all of the Union Websites (the "Existing User Agreement"), the Parties agree that this Agreement constitutes an amended and restated agreement, which supersedes the Existing User Agreement and all rights and obligations of the Parties under the Existing User Agreement shall, after the effective date of this Agreement, be governed by, and as set out in, the terms and conditions of this Agreement.
- e) The Parties agree that valid and enforceable obligations may be created through the Union Websites. The Parties agree that the electronic records, electronic documents and electronic signatures recorded or stored on or by Union's computer system shall be admissible as evidence in any legal proceeding between the Parties.

**If Subscriber agrees with the terms and conditions of this Agreement, click the "Accept" button below. If Subscriber disagrees with the terms and conditions of this Agreement, click the "Do Not Accept" button below.**