

### **Terms of Use**

The following describes the terms under which you may access and use the Apex Utilities Inc. (AUI's) Nomination, Imbalance and Settlement Information System (NISIS) Portal located at <https://settlement.apexutilities.ca> (the AUI NISIS Portal) as well as any information posted on [www.apexutilities.ca](http://www.apexutilities.ca) (the AUI Website). By accessing the AUI Website and AUI NISIS Portal, you are agreeing to be bound by the terms of this Agreement. If you do not agree with the terms and conditions set out in this Agreement you may not access or use the AUI Website or the AUI NISIS Portal or any information contained on the AUI Website or AUI NISIS Portal.

The terms and conditions set out in this Agreement may be changed from time to time. It is your responsibility to check for such changes. If you do not agree with any amendment, you must stop using and accessing the AUI Website and the AUI NISIS Portal.

### **Limited License**

You are granted a limited license only to display and print information contained on the AUI Website and the AUI NISIS Portal for purposes of meeting any requirements under the Natural Gas Settlement System Code (NGSSC) (AUC Rule 28). You may not otherwise reproduce, modify, republish, or disseminate any information contained on the AUI Website or AUI NISIS Portal in any manner or form whatsoever.

### **No Warranty**

The website and all information contained thereon is provided "as is" and "as available" and is used by you at your sole risk. AUI makes no express or implied warranties, conditions, or representations, whatsoever, and specifically disclaims the same, including without limitation, any warranties, representations, or conditions of merchantability or fitness for a particular purpose, including those implied by statute. The software and website may contain bugs, errors, problems, or other limitations. AUI assumes no liability or responsibility for any such bugs, errors, problems, or limitations in its software or the content of the website.

AUI does not guarantee and disclaims all liability for the quality, accuracy, completeness, or timeliness of any information contained on the AUI Website or the AUI NISIS Portal. AUI makes no commitment and disclaims any duty to update any information contained on the AUI Website or the AUI NISIS Portal. Any information contained on the AUI Website or AUI NISIS Portal may be changed at any time without notice.

### **Disclaimer of Liability**

In no event will AUI be liable for any direct, special, indirect, incidental or consequential damages or loss of profits arising out of, or in connection with, the use or inability to use the AUI Website or the AUI NISIS Portal or any use or reliance on any information contained on the AUI Website, however arising, including, without limitation, any lost data, lost business profits, business interruption, personal injury, or any other pecuniary loss, whether in an action in contract, negligence or otherwise, even if AUI has been informed of the possibility thereof.

In all other circumstances, AUI's total aggregate liability to you or any third party, however arising, will be limited to \$100.00 (Cdn).

### **External Links**

Links to websites outside of the AUI Website and AUI NISIS Portal are provided as a convenience only and are not part of the AUI Website or the AUI NISIS Portal. No endorsement of any third party products or services, information, material or content referred to, included on or linked from the AUI Website or the AUI NISIS Portal is expressed or implied.

### **Proprietary Rights**

Except as otherwise noted, the content, text, graphics, and software located on or at the AUI Website and AUI NISIS Portal are copyright © 2011 Apex Utilities and © 2013 Apex Utilities Inc., respectively.

Certain words, phrases, names, designs, or logos used on the AUI Website and the AUI NISIS Portal may constitute trademarks, service marks, or trade names of AUI or other entities. Except as specifically set out herein, you may not use any such trademarks, service marks, or trade names in any manner whatsoever.

### **General**

This Agreement, the relationships between you and AUI and the use of AUI's Website and AUI's NISIS Portal and the resolution of any dispute arising between the parties will be governed and construed in accordance with the laws of the Province of Alberta and those of Canada applicable therein, without reference to their conflicts of laws. You agree any legal action or proceeding between you and AUI, in any way concerning this Agreement, the use of the AUI Website or the AUI NISIS Portal or any information contained thereon, will be brought

exclusively in the courts of Alberta. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction to obtain injunctive relief. AUI's headquarters are in Alberta.

AUI makes no representation access to the AUI Website, the AUI NISIS Portal or the information contained thereon is appropriate or legal in all jurisdictions. You may not access the AUI Website, the AUI NISIS Portal or use any information in those jurisdictions where it would be illegal. In any case, your access to the website is entirely at your own initiative and you are responsible for ensuring all laws are complied with.

All references herein to AUI will be deemed to include any subsidiary, affiliate, associate, or successor corporation of AUI.