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.
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   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.

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   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.

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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.

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8. **Termination**

In addition to any other rights of the parties set forth, ENERPONTE may cancel or terminate this AGREEMENT. ENERPONTE 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 ENERPONTE terminates this AGREEMENT based on a breach of any portion of this AGREEMENT, ENERPONTE 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.