

USER AGREEMENT

By using the Locate Request Portal ("Portal"), you as the user, agree to be bound by all aspects of the Agreement set out below. The Agreement may be updated or modified by Aquatera at any time.

1. Agreement

You agree that by clicking "Accept", you are entering into a legally binding agreement (even if you are using the Portal on behalf of a corporation or other legal entity). If you do not agree to this Agreement, do NOT click "Accept" and do not access or otherwise use the Portal.

2. Disclaimer

This Portal is provided for general information purposes only for users located in the Province of Alberta, and is not intended to be used for legal, survey, construction, or other such purposes. Aquatera (which includes its subsidiaries, affiliates, and respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, successors or assigns) disclaims all implied warranties and representations and does not guarantee the accuracy and completeness of its data. The Portal, which for the purposes of this Agreement includes the content on the platform and the results provided in response to any submitted request, is provided on an "as is" and "as available" basis without any warranties or representations of any kind, either express or implied.

3. Use of Portal, Exclusion of Liability and Indemnification

The line locate information provided by Aquatera should be used only as a guide; located lines should be daylighted or exposed prior to excavation to confirm alignments. It is the excavator's responsibility to make sure that there is no damage to utility infrastructure during excavation, and utilizing this Portal does not remove that responsibility.

Aquatera assumes no liability whatsoever for any claims of losses arising out of or otherwise relating to access to, inability to use, or use of the Portal, or for delayed, lost, misdirected or unprocessed requests submitted through the Portal.

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Aquatera from and against any claims, liabilities, judgments, awards, losses, costs, expenses or fees (including legal fees on a solicitor and own client full indemnity basis) arising out of or relating to your breach of this Agreement.

You further agree that you will not make any claim or take or continue any proceeding against any person who might claim contribution, indemnity or other relief against Aquatera under the provisions of any applicable statute or otherwise in relation to your access to and use of the Portal.

4. Governing Law and Choice of Forum

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable herein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Province of Alberta or any other jurisdiction) and notwithstanding your domicile, residence, or physical location. Each of the parties hereto irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta and agrees that these Courts shall have exclusive jurisdiction over any action or proceedings taken respecting this Agreement.

5. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall be treated as severable from the remainder of this Agreement and shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
