

USER AGREEMENT

By using the GIS Open Mapping Data Program ("Program") provided by the Aquatera Utilities Inc. ("Aquatera"), you, as the User, agree to be bound by all aspects of the Agreement as set out below. The Agreement may be updated or modified by Aquatera at any time.

1. Agreement

This Agreement includes Aquatera's Website Terms & Conditions. If there is any conflict between this Agreement and the Website Terms & Conditions, the Website Terms and Conditions will govern. You agree that by clicking "Accept", you are entering into a legally binding agreement (even if you are using the Program 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 Program.

2. Disclaimer

The Program 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 for this Agreement includes its subsidiaries, affiliates, and respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, successors or assigns) (a) disclaims all implied warranties and representations (e.g. warranties of merchantability, fitness for a particular purpose, accuracy or completeness of data, and noninfringement; (b) does not guarantee that the Program will function without interruption or errors, and (c) provides the Program (including content and information whether originating from Aquatera or provided by any third party) on an "as is" and "as available" basis without any warranties or conditions of any kind, either express or implied.

3. Use of Content, Exclusion of Liability and Indemnification

You assume total responsibility and risk for access to and use of the Program. 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 Program.

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Aquatera from and against any claims, liabilities, damages, 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 Program.

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 therein, 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.

I accept and agree to the User Agreement
