

Terms of Use

These Terms and Conditions of Use ("Terms and Conditions") apply to your use of and registration with xstrataflo.com (XSTRATAFLO) (the "Site").

PLEASE READ THESE TERMS AND CONDITIONS BEFORE ACCESSING, BROWSING, OR OTHERWISE USING THE SITE

Your access to, and browsing, review and use of the Site is subject to these Terms and Conditions and all applicable laws. *By accessing and using the Site, you accept these Terms and Conditions, without limitation or qualification. If you do not agree to the Terms and Conditions, do not use the Site.* If, at any time, any part of the Terms and Conditions is no longer acceptable to you, immediately terminate your use of the Site.

RIGHT TO CHANGE, MODIFY OR DELETE THE TERMS AND CONDITIONS

XSTRATAFLO reserves the right to change, modify, add or delete portions of the Terms and Conditions at any time, without prior notice. Please re-review the Terms and Conditions periodically for changes. Your continued use of the Site will mean that you accept such changes or deletions.

PRIVACY

Please refer to XSTRATAFLO's Privacy Policy for information regarding the Company's collection, use, and storage of users' information.

COPYRIGHT AND USE OF SITE CONTENT

This Site and all the information it contains, or may in the future contain, including, but not limited to, articles, memoranda, bulletins, reports, press

releases, opinions, text, directories, guides, photographs, illustrations, trademarks, trade names, service marks and logos (collectively, the "Content"), is the property of XSTRATAFLO, and is protected from unauthorized copying and dissemination by U.S. Copyright law, trademark law, international conventions, and other intellectual property laws. Certain of the trademarks and logos displayed on the site are owned by third parties. Except as we have described in these Terms of Use, nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any Content displayed on this Site, through the use of framing or otherwise, without the prior written permission of XSTRATAFLO or such third party that may own the trademark or copyright of material displayed on this Site.

XSTRATAFLO encourages and permits links to Content on the Site. However, XSTRATAFLO is an organization committed to the highest professional standards. Therefore, XSTRATAFLO does not grant any license or other permission for links or other use of the Site or its Content if such use or link: (a) suggests that XSTRATAFLO promotes or endorses any third party's causes, ideas, political campaigns, web sites, products or services, (b) copies, displays, disseminates or otherwise uses the Content without XSTRATAFLO's express written consent, or (c) uses the Content for commercial purposes. Furthermore, XSTRATAFLO does not grant its consent for links to the Site where the linking party engages in any Prohibited Conduct (as described in these Terms of Use). We reserve the right to withdraw permission for any link at any time.

Subject to your full compliance with these terms, XSTRATAFLO authorizes you to view the Content, make a single copy of it, and print that copy, but only for your own lawful, personal, noncommercial use, provided that you maintain all copyright, trademark and other intellectual property notices contained in such Content, and provided that the Content, or any part thereof, is not modified.

RESPONSES TO ONLINE REQUESTS

From time to time, XSTRATAFLO may offer to provide information or materials via e-mail or otherwise to interested persons. XSTRATAFLO reserves the right, in its absolute discretion, to reject any requests for such information or materials, or to discontinue the provision of such information or materials to any person, for any reason whatsoever.

PROHIBITED CONDUCT.

You may use the Site for lawful purposes only. You may not upload to, or distribute or otherwise publish through the Site, any Content that is any of the following:

- is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, or otherwise objectionable to XSTRATAFLO in the Company's sole discretion;
- contains computer viruses, worms, moles or other contaminating or destructive elements;
- violates the rights of others, such as Content that infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity;
- contains any false or misleading statement;
- contains advertising; or
- otherwise violates any applicable criminal or civil law. You may not use the Site for any commercial purpose and may not distribute over the Site any solicitation of funds, goods and services. In addition, you may not use the Site to solicit subscribers to join other online information services that are competitive with the Site.

CONTENT MANAGEMENT AND REMOVAL

XSTRATAFLO does not and cannot review generally the content posted by users of the Site ("Users' Content") and is not responsible for such Users'

Content. However, XSTRATAFLO reserves the right to cancel your access to these areas and/or delete, move, or edit any Users' Content (including messages posted in any forum) that it may determine, in its sole discretion, violates the Terms of Use. You shall remain solely responsible for all Users' Content posted by you or by any other person using your account.

XSTRATAFLO shall have the right, but not the obligation, to correct any errors or omissions in any Users' Content, as it may determine in its sole discretion.

XSTRATAFLO prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to XSTRATAFLO at the below address, giving a written statement that contains the following information: (a) an identification of the copyrighted work and/or intellectual property right claimed to have been infringed; (b) an identification of the allegedly infringing material on the Site that is requested to be removed; (c) your name, address, and daytime telephone number, and an e-mail address if available; (d) a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law; (e) a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. XSTRATAFLO will remove any posted submission that infringes the copyright or other intellectual property right of any person under U.S. law upon receipt of such a statement (or any statement in conformance with 17 U.S.C. § 512(c)(3)). U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further

submissions. XSTRATAFLO's contact for submission of notices under this section is: staff@kerryhq.com

NON-ENDORSEMENT.

XSTRATAFLO does not represent or endorse the accuracy or reliability of any Users' Content displayed, uploaded, posted on any message board, or otherwise distributed through the Site by any subscriber, information provider or any other third party. XSTRATAFLO expressly disclaims any liability related to Users' Content, and you acknowledge that any reliance upon such Subscriber Content shall be at your sole risk.

The Site may contain links to sites on the Internet that are owned and operated by third parties (the "External Sites"). You acknowledge that XSTRATAFLO is not responsible for the availability of, or the content or software applications located on or through any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or External Sites.

SUBSCRIBER QUALIFICATIONS

When registering with or applying to XSTRATAFLO you must provide accurate, complete, and current registration information and you agree to provide XSTRATAFLO with any updates to that information promptly after such changes occur.

Individual subscriptions to the Site are available only to persons who are at least 18 years of age. Minors may receive access keys or user id/passwords only as part of an authorized group subscription. Your right to use the Site is personal to you and cannot be transferred to any other person.

You shall be responsible for obtaining communication services, computer equipment and other products or services necessary to access and use the

Site. You shall be responsible for all charges associated with accessing and maintaining a connection to the Site including, but not limited to, charges imposed by an Internet service provider, or your local telephone company.

REGISTRANT INFORMATION

Unless you elect otherwise by making the appropriate selection on the XSTRATAFLO personal information page, XSTRATAFLO shall have the right to disclose certain limited registrant information including, but not limited to, the registrant's name, e-mail and mailing address, to affiliates, partners and third party vendors for the purpose of providing registrants with information about products and services. XSTRATAFLO shall also have the right to disclose aggregate information about registrant usage and demographics in a manner that does not reveal the personal identity of any individual registrant. XSTRATAFLO shall have the right to send you electronic mail to inform you of changes or additions to the Site, or of any products and services of XSTRATAFLO. For additional information, see the Company's Privacy Policy.

THIRD PARTIES

XSTRATAFLO may provide you with links to third party Web sites, and some of the Content appearing to originate from the Site may be supplied by third party Content providers. XSTRATAFLO has no responsibility for these third-party Web sites, which are governed by the terms of use and privacy policies, if any, of the applicable third-party Content providers.

ACCESS TO AND AVAILABILITY OF THE SITE

The Site may become unavailable to you as a result of maintenance, malfunction of computer hardware or software, or for other reasons, and may result in damages to your systems or operations. You shall be solely responsible for ensuring that any information or content obtained from the Site does not contain any virus, worm, mole or other computer software code or

subroutine designed to disable, erase, impair or otherwise damage your systems, software, or data.

RESTRICTION, SUSPENSION OR TERMINATION

XSTRATAFLO reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Site at any time for any reason without prior notice or liability and without any obligation to refund any portion of fees paid for any product or service.

XSTRATAFLO may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any Site feature, database, or content, without prior notice or liability.

DISCLAIMER OF WARRANTIES

THE SITE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER XSTRATAFLO, THIRD PARTY CONTENT PROVIDERS NOR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED THROUGH THE SITE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. NEITHER XSTRATAFLO NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES XSTRATAFLO, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE OR THE CONTENT. IF YOU ARE A

CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 THAT PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES

NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MIGHT HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL XSTRATAFLO NOR ANY THIRD PARTY CONTENT PROVIDER NOR THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, PAST OR PRESENT OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES ATTORNEYS, LICENSORS OR INFORMATION PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF XSTRATAFLO, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You hereby agree to indemnify, defend and hold XSTRATAFLO, and all of its predecessors, successors, parents, subsidiaries, affiliates, and past and present officers, directors, shareholders, investors, employees, agents, information providers, attorneys, representatives licensors and information

providers (collectively, the "XSTRATAFLO Representatives") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by XSTRATAFLO or any XSTRATAFLO Representative in connection with any claim arising out of any use or alleged use by you of this site or arising out of or in relation to any breach by you of the Terms and conditions, or the representations, warranties and covenants you made by agreeing to these Terms and Conditions. XSTRATAFLO reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate reasonably with XSTRATAFLO's defense of such claim. Choice of Law.

The Terms and Conditions shall be construed in accordance with the laws of the State of Louisiana, without regard to conflict of laws principles.

ENTIRE AGREEMENT

The Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter.

NO AMENDMENT OR WAIVER

The Terms and Conditions may not be amended except in writing signed by both parties and no waiver by either party shall be deemed a waiver of any preceding or subsequent breach or default, unless such a waiver is in writing and signed by an authorized representative of XSTRATAFLO.