

**SITE TERMS OF USE – INDEPENDENT SALES AGENT USER AGREEMENT**

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**1. User's Acknowledgment and Acceptance of Terms**

Wellsite Direct, LLC, D/B/A WellsiteDirect.com (referred to as "us" or "we") provides the <https://www.wellsitedirect.com> site and various related services (together referred to as this "Site") subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us (or your company). In addition, when using particular services or materials on this Site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS SITE, BROWSING THIS SITE OR DOWNLOADING, INSTALLING OR USING OUR MOBILE APPLICATION OR ANY OTHER SOFTWARE SUPPLIED BY US TO ENABLE YOU TO USE THE SERVICES, YOU HEREBY REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE AND ANY FUTURE AMENDMENTS AND ADDITIONS TO THESE TERMS OF USE AS PUBLISHED FROM TIME TO TIME AT [HTTPS://WWW.WELLSITEDIRECT.COM/TERMS/](https://www.wellsitedirect.com/terms/); (2) YOU ARE OF LEGAL AGE IN THE JURISDICTION IN WHICH YOU RESIDE TO FORM A BINDING CONTRACT WITH US; AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF USE PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER AND TO BIND THAT COMPANY TO THESE TERMS OF USE. THE TERM "YOU" REFERS TO THE PERSON IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE SITE AND THE TERM "USER" OR "USERS" REFERS TO ALL PERSONS WHO ACCESS OR USE THE SITE. *EXCEPT AS OTHERWISE PROVIDED HEREIN, IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE WEBSITE OR ITS SERVICES.* YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of June 2016. We reserve the right to change these Terms of Use from time to time with notice to you. You acknowledge and agree that it is your responsibility to review this Site, the e-mail you provided at registration or given to you through our Site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this Site after such modifications will constitute your acknowledgment of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

Should you disagree with any modifications, you must terminate your account by providing notice to [legal@wellsitedirect.com](mailto:legal@wellsitedirect.com) within three (3) days of our notification to you.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, Suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or its contents.

## **2. Description of Services**

Wellsite Direct, LLC connects oilfield Suppliers with a network of Independent Sales Agents for the purpose of product and service solicitation on behalf of the Supplier for a commission. We make various services available on this Site including, but not limited to, providing a platform for Independent Sales Agents in the industry to connect with and sell the products and services of oilfield Suppliers. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and modem; and your own Internet access (including payment of telephone service fees associated with such access).

Wellsite Direct uses a network of independent third-party contractors ("Independent Sales Agents") to provide sales to our users. It is up to each Independent Sales Agent to provide such service. We will not be responsible for monitoring or addressing concerns regarding the nature of relationships between Suppliers and Independent Sales Agents. The nature of relationship between Independent Sales Agents and Suppliers should not reflect or align with that of Employer and Employee. Should you have any questions concerning the nature of your relationship with any Supplier it is your responsibility to address those concerns directly with any Supplier in question, refer to Federal guidelines <https://www.dol.gov/whd/>, or you may reach out to our Compliance Department at [compliance@wellsitedirect.com](mailto:compliance@wellsitedirect.com). Communication with our Compliance department is not a representation or replacement of legal advice, but we may be able to assist with providing resources for concerns in question.

We reserve the sole right to either modify or discontinue the Site, including any features therein, at any time with notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this Site shall also be subject to these Terms of Use. Any change in compensation prices will be provided to you with fifteen (15) days notice. Your continued use of this Site after such price modification will constitute your acknowledgment of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use. Should you disagree with compensation modifications, you must terminate your account by providing notice to [legal@wellsitedirect.com](mailto:legal@wellsitedirect.com) within fifteen (15) days of our notification to you.

You understand and agree that temporary interruptions of the services available through this Site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this Site, and therefore, delays, and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this Site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

You understand and agree that we have no control over the quality, safety, or legal aspects of the oilfield operations and transactions that take place as a result of interactions through our website, including, but not limited to, the ability of users to transport or ship materials or the ability of users to complete or fulfill any transactions entered into by way of our platform. We generally do not pre-qualify or verify users with respect to ownership, control, or authorization to sell products listed by Suppliers, title and interest to the property, licensure, insurance, certification or other quality requirements that may be involved in a user's materials, equipment, products or business. You are responsible for investigating the background of any user you transact with through our Site, including investigating to ensure compliance with any and all local, state and federal requirements involved in selling, shipping, buying and transporting materials, equipment or products.

Independent Sales Agents are not permitted to sell or offer for trade or sale any products or services not listed on our Site. Independent Sales Agents shall not submit any bid request on behalf of a fictitious Customer or project. We reserve the right to terminate this agreement and remove your account if it discovered that an Independent Sales Agent has engaged in activity which is not permitted under these Terms of Use.

Wellsite Direct, LLC does not provide any transportation or shipment services for any materials, equipment or products listed through our Site by other users. The delivery of any materials, equipment or products is the responsibility of the Supplier user unless otherwise agreed upon with another user. You are responsible for any agreement you enter into with any user on this Site and agree that our providing of this platform and facilitating connections between users in no way makes Wellsite Direct, LLC a party to the contractual agreement between you and another user. All communication related to the delivery of any materials, equipment or products is done between Supplier and Customer outside of our platform. Supplier is responsible for updating the status of the order so that the Independent Sales Agent is notified.

### **3. User Designations**

Wellsite Direct, LLC provides platforms for several types of users of the Site that shall be broken down in this section. If you have any questions regarding any of these designations, please contact us at [info@wellsitedirect.com](mailto:info@wellsitedirect.com).

- **Supplier Users**
  - Our Suppliers consist of Suppliers of oil and gas materials, equipment or products that use our Site as a platform to connect with Independent Sales Agents who can be contracted to find potential Buyers.
- **Independent Sales Agent Users**
  - Our sales agents are independent contractors working with Wellsite Direct, LLC to make available their resume and credentials through our Site. Independent Sales Agents may be contracted by oilfield Suppliers in order to find potential

Buyers and sell the materials, equipment or products of Suppliers.

- **Customer or Buyer**

- This Site may refer to “Customers” or “Buyers” from time to time in order to reference oil companies which are in the market for certain materials, equipment or products which a Supplier user may offer for sale.
- These users do not have access to our services and may not create an account on our Site.

Users may cancel their account by sending an e-mail to [support@wellsitedirect.com](mailto:support@wellsitedirect.com). There may be a delay of up to three (3) days from the time we receive a cancellation request until the request is processed.

#### **4. Nature of Relationship**

You understand that our relationship with the Independent Sales Agents is one of independent contractors and no joint venture, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party’s behalf, and neither party may take any action that creates the appearance of such authority.

The Independent Sales Agent has the sole right to control and direct the means, details, manner, and method by which the services will be performed, and the right to perform the services at any time, place, or location. The Independent Sales Agent or the Independent Sales Agent’s staff shall perform the services, and we are not required to hire, supervise, or pay any assistants to help the Independent Sales Agent perform those services. You as the Independent Sales Agent shall provide insurance coverage yourself and your staff.

#### **5. Registration Data and Privacy**

In order to access some of the services on this Site, you will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data") and maintaining and updating your Registration Data as required. You understand that Suppliers cannot create Independent Sales Agent accounts, and Independent Sales Agents cannot create Supplier accounts. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this Site, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

#### **6. Payment Terms**

The Supplier user shall pay a flat commission of the net invoice amount for each successful sale generated by the platform. Each Supplier user is responsible for setting a commission rate for products and/or services which is represented on its user profile. The commission rate that is set shall equal the fee paid to Wellsite Direct, LLC based on the net invoice amount of each

successful sale. A successful sale shall occur when a Customer accepts a sales proposal that was presented by a Wellsite Direct, LLC Independent Sales Agent. Independent Sales Agents will receive their commission fee from Wellsite Direct, LLC within five (5) calendar days from the date payment is received from Supplier.

You understand that our platform only facilitates transactions between Supplier, Independent Sales Agent, and Customer and we do not get involved in the actual delivery of any materials, equipment or products being sold or the invoice between Supplier and Customer. However, we do have to track the status of the job and associated debits and credits, as it affects the net invoice amounts and the fee Supplier pays Wellsite Direct and the commission Wellsite Direct pays to the Independent Sales Agent that sold the job. For this reason, you understand and agree to the following procedures:

- Requests for credits (price concession) made by Customer and received by the Independent Sales Agent or Supplier shall be entered into the platform by the receiving party within 24 hours of being notified. Our platform will notify the other party that a request has been entered.
- Supplier shall contact Independent Sales Agent by telephone no later than 48 hours after the request was entered (even if the e-mail notification fails) to discuss the details of the job and possible resolution.
- Negotiation shall be handled through direct communication between the Independent Sales Agent and the Supplier. The Independent Sales Agent shall represent both parties in order to resolve any possible credit delays and minimize the potential for prolonging the process.
- Supplier is responsible for entering the final credit into the system within 48 hours of resolution. If Supplier fails to enter the credit into the system within 20 days, Supplier agrees to pay commission on the full net invoice amount.
- If a Customer cancels an order, the Independent Sales Agents and Supplier are responsible for updating the status of the order so that the other party is notified.
- If the Supplier fails to perform (operationally), a credit may be requested and negotiated. THIS COULD RESULT IN A REDUCTION OF THE INDEPENDENT SALES AGENT'S COMMISSION PAYMENT DUE TO A PRICE CONCESSION GIVEN BY SUPPLIER. All disputes and requests of credits for services contracted for or materials, equipment or products purchased from users on our Site will be handled according to the terms of your agreement with said user.
- You are liable for all transaction taxes on the services provided under this Agreement (other than taxes based on Wellsite Direct, LLC's income).
- Wellsite Direct, LLC, at its sole discretion, may make promotional offers with different features and different rates to any of our Users. These promotional offers, unless made to

you, shall have no bearing whatsoever on your current agreement or terms with us.

Wellsite Direct, LLC does not set pricing directly or collaborate with any user to set pricing for any materials, equipment or products offered on our Site by another user.

## **7. Verification Program**

We offer Independent Sales Agents the opportunity to undergo a background check through our Site. This service is not required and we will only provide this to Independent Sales Agents who consent to a background check during the registration process. If the Independent Sales Agent passes the background check, a verified badge will be added to the Independent Sales Agent's profile.

We use a third party provider to complete the background check in order to gather information, including without limitation, felonies, misdemeanors, work authorizations, and drug testing. For details on what the background check will cover, please see their terms of use. Any questions on information provided as a result of the background check should be submitted directly to the third party provider.

## **8. Conduct on Site and Mobile Applications**

Your use of the Site is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the Site. By posting information in or otherwise using any communications service or other interactive service that may be available to you on or through this Site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

- (a) Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- (b) Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (c) Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- (d) Diverts business or traffic away from <https://www.wellsitedirect.com>;
- (e) Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

(f) Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

(g) Impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the Site. We generally do not pre-screen, monitor, or edit the content posted by users of communications services or other interactive services that may be available on or through this Site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our Site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See "User's Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this Site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the Site may be available to you or other authorized users of the Site. You shall not interfere with anyone else's use and enjoyment of the Site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **9. Mobile Device and Services**

Wellsite Direct, LLC provides certain services available via mobile device including the ability to browse services and Site from a mobile device, access certain features through an application downloaded and installed on a mobile device and make in-app purchases via mobile device (collectively referred to as "Mobile Services"). By accessing and using our Site on your mobile device and/or purchasing, downloading and using our Mobile Services, you acknowledge and agree that you may receive certain communications from the Mobile Services (such as SMS, MMS, text messages, mobile e-mails, or other electronic communications means). Delivery of our services may only be available where network is available.

Some of our Mobile Services may allow you to enable certain Global Positioning System ("GPS") features on your mobile device. Your turning on of this feature will allow us to provide you with location based services. By using this feature, you authorize us to access GPS tracking

services, Wi-Fi, and/or cellular triangulation to discover your location. You may turn off this feature according to the location settings on your mobile device. For more information on how we use your location information, see the Privacy Policy governing our Site and mobile application, which is specifically incorporated by reference into these Terms of Use.

You understand and agree that by accessing and using our Mobile Services, you may incur fees from the provider or carrier of the mobile services that you use and you are solely responsible for the payment of such fees, including for text messages and data. You understand and agree that your carrier's normal rates and fees, such as text messaging and data charges, will still apply, regardless of whether or not we charge a fee for our services. Not all Mobile Services may work with all carriers or devices.

## **10. Reviews & Ratings**

As a feature of our Site, we will allow Suppliers and Independent Sales Agent users to rate each other based on performance. You agree that we may at any time display personal reviews or ratings of users on our Site or materials. For more information on how we may use the information in user reviews and ratings, please see our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

Reviews and ratings are not endorsed by us and do not represent the views of the Wellsite Direct, LLC or its affiliates. We are neither responsible for the accuracy or reliability of, any review or rating made by anyone other than an authorized Wellsite Direct, LLC spokesperson speaking in his/her official capacity nor assume any liability for the contents of any review or rating submitted by third party users of the Site or any claim for economic loss resulting.

Because we strive to maintain a high level of integrity with respect to reviews and ratings posted or otherwise made available through the Site, you agree that: (i) you will base any review or rating on first-hand experiences with the Independent Sales Agent or Supplier; (ii) you will not provide a rating or review for any Independent Sales Agent, Supplier, or any of that company's competitors, which you have an ownership interest, employment relationship or other affiliation with; (iii) you will not submit a review or rating in exchange for payment, free items, or other benefits from any user; (iv) your review or rating is accurate, truthful and complete in all respects; (v) your review or rating does not contain any hyperlinks and (vi) your review or rating will comply with these Terms of Use. If we determine in our sole discretion that any review or rating could diminish the integrity of the reviews and ratings, we may exclude such user content without notice.

## **11. Third Party Sites and Information**

This Site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other



parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

## **12. Non-Solicitation**

During your use of our Services you may not solicit the business of (or procure or assist in the soliciting of) or accept (or procure the acceptance of) business from a Supplier of Wellsite Direct who is known to Independent Sales Agent because of its association with Wellsite Direct for the purposes of competing with Wellsite Direct.

## **13. Confidentiality**

You agree that the data exchanged between you as the Independent Sales Agent and any Supplier you contact or transact with is to be kept confidential and not to be disclosed to any unauthorized third party or used for any purpose not directly related to the transaction agreed to.

You also understand that while we encourage the confidentiality between users, we cannot control or monitor all user actions and are not responsible for any information that is not kept confidential. Any questions as to how a user stores and protects such information should be directed toward the individual user.

## **14. Intellectual Property Information**

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For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our Site.

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publicity, or other proprietary right of any party.

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This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Site, services, or any intellectual property rights owned by Wellsite Direct, LLC or its Affiliates. You agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site.

## **15. User's Materials**

Subject to our Privacy Policy, any communication or material that you transmit to this Site or to us, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals; accordingly, we request that you do not submit them to us in any circumstance.

We respect the intellectual property of others and we ask you to do the same. If you or any user of this Site believes its copyright, trademark, or other property rights have been infringed by a posting on this Site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed;
- (c) Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- (d) Identification of the material that is claimed to be infringing, or to be subject to infringing activity, and that is to be removed and information reasonably sufficient to permit us to locate the materials;

(e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and

(f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

**Designated Agent for Claimed Infringement:**

Wellsite Direct, LLC  
Attention: Legal Department  
330 Rayford Road, Suite 359  
Spring, Texas 77386  
Phone: 512-400-0020  
E-mail: [legal@wellsitedirect.com](mailto:legal@wellsitedirect.com)

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

**16. Disclaimer of Warranties**

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (a) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (b) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (d) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS

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SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; CONSEQUENTLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **17. Limitation of Liability**

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use and your use of this Site shall be limited to the amount you paid us for the services on the Site during the one (1) month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD

PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS AND OILFIELD OPERATIONS THROUGH THIS SITE, INCLUDING, WITHOUT LIMITATION, THE SELECTION OF TOOLS, MISSED OR LATE DELIVERY, NON-PRODUCTIVE TIME, OR INCORRECT OR MISSING INFORMATION ABOUT A JOB.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT WE DO NOT PERFORM BACKGROUND CHECKS ON ALL USERS. WE DO NOT ATTEMPT TO VERIFY THE QUALIFICATION OR LISTINGS OF OUR USERS. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS. WELLSITE DIRECT, LLC IS NOT LIABLE FOR ANY ILLEGAL ACTIVITY ON THE PART OF THE SUPPLIER OR INDEPENDENT SALES AGENT, INCLUDING WITHOUT LIMITATION, FRAUD OR FICTITIOUS BID REQUESTS.

NO USER IS OBLIGATED TO MEET OFFLINE WITH ANY OTHER USER. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE SITE. YOU UNDERSTAND THAT WE MAKE NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE EXPERIENCE WITH USERS YOU MEET THROUGH THE SITE. YOU DO SO AT YOUR OWN RISK AND AT YOUR OWN PERIL.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES; CONSEQUENTLY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **18. Indemnification**

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **19. Participation in Promotions**

From time to time, this Site may include advertisements offered by third parties. You may enter

into correspondence with or participate in promotions of the advertisers showing their products on this Site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation, or responsibility for any part of any such correspondence or promotion.

## **20. e-mail Services**

We may make e-mail services available to users of our Site, either directly or through a third-party provider.

We will not inspect or disclose the contents of private e-mail messages except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as otherwise required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited mailings (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect and we will not be responsible for any legitimate communication that is blocked or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block e-mail messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

You understand and agree that you shall not use our e-mail services for any other purpose besides interacting with us, Independent Sales Agents, and/or Customers.

## **21. Use of Site and Storage of Material**

You acknowledge that we may establish general practices and limits concerning use of the services available on our Site, including without limitation the maximum number of days that uploaded content will be retained on the Site, the maximum disk space that will be allotted or our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this Site.

We provide storage space and access for material through our Site. For purposes of these Terms of Use, "material" refers to all forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this Site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in "Conduct on Site" above. We will not routinely monitor the contents of your online portfolio. You are solely responsible for any information contained in

your online portfolios. However, if complaints are received regarding language, content, or graphics contained in your online portfolio, we may, at our sole discretion, remove the images hosted on our servers and terminate your Web hosting service. We may also suspend the account, restrict access to it, or remove content from it if necessary or appropriate.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

This Site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although we take reasonable precautions to preserve and protect the material you upload to the Site, you should not rely on the Site as your only storage facility. You should preserve backup copies of any digital data, information, or other materials that you have uploaded. You agree not to hold us for any damage to, any deletion of, or any failure to store your files, data, or Registration Data.

## **22. Security and Password**

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made, and acts or omissions that occur through, the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

## **23. Export Controls**

Software available on or through this Site is subject to United States Export Controls. No software from this Site may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country listed above or of any such country listed on any list named above.

## **24. International Use**

Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States, and accessing the Site from territories where the contents of the Site are considered to be illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or

information made in connection with this Site is void where prohibited.

## **25. Termination of Use**

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive, or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this Site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this Site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1, 3, 8, 11-13, 15, and 25-27 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination.

## **26. Mediation**

We may elect to resolve any controversy or claim arising out of or relating to these Terms or the Site, by mediation. The mediator shall be chosen by Wellsite Direct, LLC and all mediation proceedings shall take place in Harris County, Texas. In the event a dispute is not resolved via mediation, all suits should be filed in accordance with section 28, below.

## **27. Governing Law**

This Site (excluding any linked sites) is controlled by us from our offices within the State of Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this Site, both of us agree that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Site and the purchase of products and services available through this Site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Harris County and the United States District Court for the Southern District of Texas with respect to such matters.

## **28. Notices**

All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. Notices to us must be sent to the attention of Customer Service at [legal@wellsitedirect.com](mailto:legal@wellsitedirect.com), if by e-mail, or at 330 Rayford Road, Suite 359, Spring, Texas 77386 if by conventional mail. Notices to you may be sent either to the e-mail address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the Site to inform you of changes to the Site or other matters of importance. Such broadcasts shall constitute notice to you.



Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by US mail, return receipt requested; (d) on the delivery date if transmitted by confirmed facsimile; or (e) on the delivery date if transmitted by confirmed e-mail.

## **29. Entire Agreement**

These Terms of Use constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement, or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

## **30. Miscellaneous**

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted with one (1) year after the cause of action arises or it will be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy, or use for any commercial purposes any portion of this Site or use of or access to this Site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

### **31. Contact Information**

If you notice that any user is violating these Terms of Use, please contact us at [info@wellsitedirect.com](mailto:info@wellsitedirect.com).