

Terms

This Web site (the "Site") is owned and operated by Beck Oil, Inc. ("Beck") on behalf of Beck and its subsidiaries and affiliates. The following Terms and Conditions of Use ("Terms") form a legal agreement between you and Beck. By accessing, browsing and/or using this Site, you acknowledge that you have read, understood, and agree, to be bound by these Terms and to comply with all applicable laws and regulations. If you do not agree to these Terms, please do not use this Site.

Beck may make changes to these Terms at any time by posting the amended Terms on the Site. Please make sure to check these Terms on a regular basis for any updates.

These Terms were last updated on April 23, 2024.

Intellectual Property

This Site, including but not limited to text, content, photographs, video, audio and graphics, and business management tools accessed through this Site are protected by copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of the U.S., Canada, and other countries. The Site is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. The trademarks, service marks, trade names, trade dress, logos, designs, and sounds associated with this Web site are owned by Beck, or third parties who have authorized their use. You agree to abide by all applicable copyright, trademark, and other laws, as well as any additional copyright notices or restrictions contained in the Site. Except as stated herein, none of the material on this Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the express prior written permission of Beck or the copyright owner. Notwithstanding the above, you may print out content from the Site for your company's internal use, provided you do not publish, copy or otherwise re-transmit or disclose what you have printed out from the Site or the data contained in the Site outside of your company without our prior permission. Except as expressly provided herein, Rebel does not grant any express or implied right to you under any patents, trademarks, copyrights or other intellectual property rights. You agree to notify Beck in writing promptly at the address set out below upon becoming aware of any unauthorized access or use of the Site by any party.

Your Account and Password

Beck clients who register for our eBusiness applications receive a username and a password as part of the registration process. You are responsible for maintaining the confidentiality of the password and account and for restricting access to your computer, and you agree to accept full responsibility for all activities that occur under your password or username. You agree to (a) immediately notify Beck of any unauthorized use of your password, username,

or account or any other breach of security related to the Site, and (b) ensure that you exit from your account at the end of each session.

Privacy and Protection of Your Information

See our Privacy Policy for our policy relating to the collection and use of information by Beck.

Disclaimer of Warranties

WHILE WE MAKE EVERY EFFORT TO MAKE THIS SITE ACCURATE AND AVAILABLE, WE PROVIDE THIS SITE "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, AS TO THE OPERATION OF THE SITE, THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE DATA, CONTENT OR MATERIALS INCLUDED ON OR GENERATED BY THE SITE, OR OTHERWISE. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS SITE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. BECK DOES NOT WARRANT THAT THIS SITE, ITS SERVERS OR E-MAIL SENT FROM THIS SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RBEL OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BECK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BECK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RESULTING FROM OR IN ANY WAY CONNECTED WITH: (A) THE USE OR THE INABILITY TO USE, ANY DELAY IN, OR THE PERFORMANCE OF THE SITE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (D) ANY OTHER MATTER RELATING TO THE SITE OR THESE TERMS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

No Unlawful or Prohibited Use

You agree not to use the Site for any purpose that is unlawful or prohibited by these Terms. You agree not to post or submit on this Site, any material that (a) is inaccurate; (b) infringes on the copyrights, trade secret, trademark or other intellectual property rights of any third parties; (c) violates the privacy or publicity rights of others; (d) is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another party; (e) impersonates another person. You further agree not to submit any materials that contain viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept

or expropriate any system, data or information. You may not attempt to gain unauthorized access to the Site, computer systems or networks connected to the Site, through hacking, password mining or any other means. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy pages of this Site or the content contained herein without our express prior written permission.

Hypertext Links

As a convenience to you, Beck may provide links to sites operated by third parties, over which Beck has no control. Beck makes no representations whatsoever about any other Web site which you may access through this one. Access to any other Internet sites linked to this Site is at your own risk and Beck expressly disclaims any and all liability related to such Web sites.

Linking

You may not "mirror" or "frame" any material contained on this Site or on any other Beck server without Beck's express prior written permission. Beck reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the contents of any other Internet sites linked to this Site.

Materials Provided To Rebel or Posted on the Site

By posting, uploading, inputting, providing or submitting any materials (including feedback and suggestions), you grant Beck, its affiliated companies and subsidiaries permission to use your submission, including, without limitation, the license to copy, distribute, transmit, publicly display, perform, reproduce, edit, modify, translate, and reformat your submission; to publish your name in connection with your submission, and the right to sublicense such rights to any of our agents or service providers. You understand and agree that no compensation will be provided for your submission. By posting a submission, you warrant and represent that you own or otherwise have the right and authority to post, upload, or grant Beck the licenses set out above with respect to your submission.

Beck and its employees and other agents do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, promotions, or products. Please do not send us any original creative artworks, samples, demos, or other works. If you send us your materials and ideas, please understand that Beck makes no assurances that your ideas and materials will be treated as confidential or proprietary. Submissions will not be returned.

General

The laws of the State of California, United States of America govern these Terms in all respects, without regard to its conflicts of law rules. Your conduct may be subject to other laws. You expressly agree that exclusive jurisdiction over any dispute arising from your use of the Site or the Service resides in the federal and state courts located in San Mateo County, California. You further agree and expressly consent to the exercise of personal

jurisdiction in the State of California in connection with any dispute or claim involving the Site, and waive any objection to the propriety or convenience of venue in such courts. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site or these terms and conditions must be filed within one (1) year after such claim or cause of action arose. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph.

If any provision of these Terms is declared invalid or unenforceable, such provision shall be struck from the Terms and the remaining provisions shall be given full force and effect.

International Users

This Site is controlled, operated and administered by Rebel from its offices within the U.S. Access to the Site from territories where the Site's contents are illegal is prohibited. If you access this Site from locations outside of the United States, you are responsible for compliance with all local laws.