



## STALLION TERMS OF USE

### Terms of Use

If you have any questions or comments about these Terms of Use or this website, please contact us at [webmaster@stallionoilfield.com](mailto:webmaster@stallionoilfield.com).

### User Eligibility

This Web site is operated by STALLION OILFIELD SERVICES LTD. ("Stallion"). Throughout the site, the terms "we," "us" and "our" refer to Stallion. Stallion offers this Website, including all information, tools and services available from this site, to you, the user, provided that you comply with all of the following: (i) you are over the age of legal majority and able to form a legally binding agreement under applicable law, (ii) you accept all of the terms, conditions, restrictions, policies, and notices stated herein, and (iii) you are able to legally view and use the Website from the jurisdiction you are located in. Your use of this site constitutes confirmation that you satisfy each of the above conditions. If you do not meet all three of the conditions identified above, you may not use this Website.

### Scope of Terms of Use

These Terms of Use govern Your use of the Website and all applications, software, and services (collectively, "Services") available on the Website, except to the extent such Services are the subject of a separate agreement.

Unless an unexpired separate master service agreement or other written terms and conditions (an "MSA") exists between the Stallion entity and a Stallion customer ("Customer") identified herein, the provision of goods, services, equipment and rentals by Stallion to Customer are subject to Stallion's standard terms and conditions for customers (the "Customer Terms"). By accepting such products, equipment, services, rentals, or sales from Stallion, Customer agrees to be bound by (i) the Customer Terms to the extent there is no MSA, and (ii) subsequent writing (including by email, facsimile, text message) modifications to the products, equipment, services, rentals, sales or more timely reflected in the initial or any subsequent mutually accepted proposal, work order, field ticket, delivery ticket, contract or paid invoice. A copy of the Standard Customer Terms is available at [www.stallionoilfield.com/terms](http://www.stallionoilfield.com/terms). Any additional or different terms in Customer's purchase order or in any subsequent communication by Customer that are not specifically accepted in writing by Stallion are hereby rejected and shall not be binding on Stallion.

Unless an unexpired written MSA jointly accepted in writing by the Stallion and a Stallion vendor ("Vendor") exists, Stallion's purchase of goods, services, equipment and rentals are subject to Stallion's standard terms and conditions vendors (the "Vendor Terms"). By accepting an order from Stallion, Vendor agrees to be bound by the Vendor Terms to the extent there is no MSA. A copy of the Standard Vendor Terms is available at [www.stallionoilfield.com/terms](http://www.stallionoilfield.com/terms). Any additional or different terms in Vendor's field ticket, proposal, invoice or other communication to Stallion that are not specifically accepted in writing by Stallion are hereby rejected and shall not be binding on Stallion.

### Accuracy, Completeness and Timeliness of Information on This Site

Stallion is not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information necessarily is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on the site. You agree that it is your responsibility to monitor changes to the site.

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### Further Limitations on Use

You may not use contact information provided on the site for unauthorized purposes, including marketing. You may not use any hardware or software intended to damage or interfere with the proper working of the site or to surreptitiously intercept any system, data or personal information from the site. You agree not to interrupt or attempt to interrupt the operation of the site in any way. Stallion reserves the right, in its sole discretion, to limit or terminate your access to or use of the site at any time without notice. Termination of your access or use will not waive or affect any other right or relief to which Stallion may be entitled at law or in equity. In addition to other restrictions set forth in these Terms of Use, You agree that:

- You shall not disguise the origin of information transmitted through the Website.
- You will not place false or misleading information on the Website.
- You will not use or access any service, information, application or software available via the Website in a manner not expressly permitted by Stallion.
- You will not input or upload to the Website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or Information or that infringes the Intellectual Property (defined above) rights of another.
- Certain areas of the Website are restricted to customers of Stallion.
- You may not use or access the Website or the Stallion Systems or Services in any way that, in Stallion's judgment, adversely affects the performance or function of the Stallion Systems, Services or the Website or interferes with the ability of authorized parties to access the Stallion Systems, Services or the Website.

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You acknowledge that you are responsible for any material you may submit via the site, including the legality, reliability, appropriateness, originality and copyright of any such material. You may not upload to, distribute or otherwise publish through this site any content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise

objectionable; (ii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the site.

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Some features that may be available on this site require registration. By registering at and in consideration of your use of the site you agree to provide true, accurate, current and complete information about yourself.

Some features on this site require use of a password. You are responsible for protecting your password. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your password. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your password, notify Stallion immediately. Stallion may assume that any communications Stallion receives under your password have been made by you unless Stallion receives notice otherwise.

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A. Stallion respects the intellectual property rights of others. Pursuant to the Digital Millennium Copyright Act of 1998 (the "DMCA") (17 U.S.C. § 512), copyright owners may report alleged infringements of their works by sending Stallion's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Stallion's receipt of a satisfactory notice of claimed infringement for these works, Stallion will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s), if applicable or (ii) disable access to the work(s). Stallion will also notify the affected Customer or user of the Services of the removal or disabling of access to the work(s). Stallion has adopted and reasonably implemented a policy that provides for the termination in appropriate circumstances of subscribers and account holders of Stallion's system or network who are repeat copyright infringers.

B. Copyright owners may send Stallion a notification of claimed infringement to report alleged infringements of their works under the DMCA to:

Designated Agent: DMCA Notifications  
 Legal Department  
 950 Corbindale, Ste 400  
 Houston, TX 77024-2849  
 Telephone: 713.528.5544  
[webmaster@stallionoilfield.com](mailto:webmaster@stallionoilfield.com)  
 Subject Line: DMCA Notifications

C. Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. The notification must be a written communication provided to Stallion's designated agent that includes substantially the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit Stallion to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- 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, its agent, or the law.
- 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 infringed.

D. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Stallion, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

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### Indemnification

You agree to indemnify, defend and hold harmless Stallion and its affiliates and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and vendors from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the site and any violation of these Terms of Use. If you cause a technical disruption of the site or the systems transmitting the site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. Stallion reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Stallion in the defense of such matter.

### Compliance with Law Including Export Control

You agree to use the Website in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of Stallion, negatively reflect on the goodwill or reputation of Stallion and shall take no actions which would cause Stallion to be in violation of any laws, rulings or regulations applicable to Stallion.

The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content (including any software or the Services) to countries or persons prohibited under the United States or other applicable export control laws or regulations. If you access and download the Content (including any software or the Services) or Information, You represent that You are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of Your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content (including any software or the Services).

### Privacy Notice

The Stallion Privacy Notice governs the use of information collected from or provided by you at the Website. With respect to any individual whose personal information is provided by you to Stallion, You represent to Stallion that you have obtained all necessary consents for the processing of such personal information contemplated by the Services you are using and by the Stallion Privacy Notice, including the transfer of such data to the United States or other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual. [www.stallionoilfield.com/privacy](http://www.stallionoilfield.com/privacy).

### Jurisdiction and Applicable Law

The laws of the State of Texas govern these Terms of Use and your use of the site, and you irrevocably consent to the jurisdiction of the courts located in the County of Harris, Texas for any action arising out of or relating to these Terms of Use. We recognize that it is possible for you to obtain access to this site from any jurisdiction in the world, but we have no practical ability to prevent such access. If any material on this site, or your use of the site, is contrary to the laws of the place where you are when you access it, this site may not be used by you. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

### Changes to These Terms of Use

STALLION reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms of Use, in whole or in part, at any time, by posting revised terms on the site. It is your responsibility to check periodically for any changes we make to the Terms of Use. Your continued use of the site after any changes to the Terms of Use or other policies means you accept the changes.

### Entire Agreement and Admissibility

This agreement and any policies or operating rules posted on this site constitute the entire agreement and understanding between you and Stallion with respect to the subject matter thereof and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### Written Document

You may preserve these Terms of Use in written form by printing them for your records, and you waive any other requirement that these Terms of Use be evidenced by a written document.

### Severability

If any provision of this agreement is unlawful, void or unenforceable, the remaining provisions of the agreement will remain in place.

### How to Contact Us

If you have any questions or comments about these Terms of Use or this site, please contact us at [webmaster@stallionoilfield.com](mailto:webmaster@stallionoilfield.com).