

Terms and Conditions

Introduction

These terms and conditions govern your use of this website. By using this website, you accept these terms and conditions in full, and agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable and acceptable. If you do not think they are reasonable, or if you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

By using this website, you are agreeing to these terms and conditions, and you warrant and represent that you are at least thirteen (13) years of age. You must be at least thirteen (13) years of age to enter any information or download any materials from this website.

License

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You may view, download for caching purposes only, and print pages and content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

Other than as specifically and expressly stated on this website as to particular material or content, you must not:

- republish material or content found on this website (including republication on another website, or through social media or other electronic communication medium);
- sell, rent or sub-license material from the website;
- show or exhibit any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit any material or content found on the website for any commercial purpose or for any personal gain;
- edit or otherwise modify any material or content found on the website, or create any derivative work from such material or content; or
- redistribute material from this website.

Use restrictions

You must not use this website in any way that causes, or may cause, damage or any alteration to the website or impairment of the availability or accessibility of the website or potentially damaging to users of the website; or in any way contrary to any law, regulation or ordinance, or that may be illegal, fraudulent or harmful, or in connection with any purpose or activity that is in any way contrary to any law, regulation or ordinance, or that may be illegal, fraudulent or harmful.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software, application, code, function or routine.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website.

You must not use this website to transmit or send unsolicited commercial communications, except to contact Sungas Renewables Inc. directly for a proper purpose related to the business of Sungas Renewables Inc.

You must not use this website for any purposes related to marketing.

Access restrictions

Access to certain areas of this website may be restricted. Sungas Renewables Inc. reserves the right to restrict access to any areas of this website, or the entire website, to all or certain users, at its sole discretion, for any or no purpose whatsoever and without notice or explanation.

If Sungas Renewables Inc. provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Sungas Renewables Inc. or its agents may disable your user ID and password in its sole discretion, for any or no purpose whatsoever and without notice or explanation.

User content

In these terms and conditions, "user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that is submitted by any person other than Sungas Renewables Inc. to or through this website, for whatever purpose.

You grant to Sungas Renewables Inc. a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Sungas Renewables Inc. the right to sub-license these rights, and the right to bring an action for infringement of these rights.

You must not submit any user content that may be in any way contrary to any law, regulation or ordinance, or include anything that may be illegal, fraudulent or harmful, or infringe any third party's legal rights, or in any way defamatory or violate any right of privacy, or be capable of giving rise to meritorious legal action whether against you or Sungas Renewables Inc. or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Sungas Renewables Inc. reserves the right, in its sole discretion, for any or no purpose whatsoever and without notice or explanation, to edit or remove user content and any other material submitted to this website, or stored on Sungas Renewables Inc.'s servers, or hosted or published upon this website.

Notwithstanding Sungas Renewables Inc.'s rights under these terms and conditions in relation to user content, Sungas Renewables Inc. does not undertake to monitor the submission of user content to, or the publication of such content on or through, this website.

Digital Millennium Copyright Act compliance

Sungas Renewables Inc. complies with the provisions of the Digital Millennium Copyright Act (DMCA). In accordance with the Digital Millennium Copyright Act of 1998, and specifically in accordance with 17 USC § 512(c)(3), Sungas Renewables Inc. will respond expeditiously to claims of copyright infringement committed using the Sungas Renewables Inc. website if such claims are properly reported, as described below, to Sungas Renewables Inc.'s Designated Copyright Agent identified below. If you have a concern regarding the use of copyrighted material on Sungas Renewables Inc.'s website, please contact the agent designated to respond to reports alleging copyright infringement.

Designated Copyright Agent: The designated agent for Sungas Renewables Inc. to receive notification of claimed infringement under Title II of the DMCA is:

Daniel S. LeFevers
Sungas Renewables Inc.
1700 S. Mt. Prospect Road, DesPlaines, IL 60018
847-544-3458
dlefevers@sungasrenewables.com

The DMCA specifies that notification of any alleged copyright infringement existing on or through Sungas Renewables Inc.'s website must be in writing (either email or paper letter) to the Designated Copyright Agent and must include the following to be valid:

- Your full legal name and a physical or electronic signature, as the copyright holder or a person authorized to act on the copyright holder's behalf;
- A description 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 copyrighted works claimed to have been infringed;
- A description of the material or link that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit the service provider to locate the material, including at minimum the URL of the link shown on the website or the exact location on the website where the material is found;
- Information reasonably sufficient to permit the service provider to contact you, such as an address and telephone number, email address, and your company or business affiliation, if any;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law (such as a fair use); and
- A statement that the information in your notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright or of an exclusive right under copyright law that is allegedly infringed.

Upon receipt of Notice as described below, Sungas Renewables Inc. will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the website. Please note that if you fail to comply with all of the requirements of this section and of 17 USC § 512(c)(3), your DMCA notification may not be valid.

Counter-Notices Policy: If you believe that your content that was removed (or to which access was restricted) is not infringing, or that you have authorization from the copyright holder, the holder's agent, or pursuant to law, to post and use the material in your content, you may send a Counter-Notice, which must contain the following to be valid, to Sungas Renewables Inc.'s Copyright Agent:

- Your full legal name, address, telephone number, email address if any, and a physical or electronic signature;
- A description of the content that was removed or to which access has been removed or restricted as a result of mistake or a misidentification of the content; and
- A statement that you consent to the jurisdiction of the federal court in Cook County, Illinois, and a statement that you will accept service of process from Sungas Renewables Inc. and/or the person who provided notification of the alleged infringement.

If a valid Counter-Notice is received by the Copyright Agent, Sungas Renewables Inc. may send a copy of the Counter-Notice to the original complaining party informing that person that Sungas Renewables Inc. may replace the removed content or cease restricting it in ten business days. Unless the person claiming copyright ownership files an action seeking a court order against Sungas Renewables Inc. or the person who has posted allegedly infringing content, the removed content may be replaced, or access to it restored, in ten business days or more after receipt of the Counter-Notice.

Policy Regarding Repeat Infringers: Sungas Renewables Inc. does not condone or tolerate copyright infringement or any violation of the intellectual property rights, whether of Sungas Renewables Inc. or of others. Sungas Renewables Inc. reserves the right to terminate the access and/or use privileges of any person who has been determined to be a 'repeat infringer' of the copyrights either of Sungas Renewables Inc. or any other persons. Sungas Renewables Inc. reserves the right to define the criteria by which Sungas Renewables Inc. will determine that a person is a 'repeat infringer.' In the event that 'repeat infringer' is defined by applicable statute, law, or regulation for purposes of 17 USC § 512, Sungas Renewables Inc. will adopt that definition as a minimum standard. Without limiting Sungas Renewables Inc.'s right to define 'repeat infringer,' as a general rule, Sungas Renewables Inc. will define a 'repeat infringer' as any person or entity about whom Sungas Renewables Inc. has received two or more DMCA Notices of Alleged Infringement. Sungas Renewables Inc. will take into account all relevant facts and circumstances when determining whether or not termination of access and/or use privileges of a 'repeat infringer' is appropriate.

REGARDLESS OF WHETHER SUNGAS RENEWABLES INC. TERMINATES OR RESTRICTS ACCESS AND/OR USE PRIVILEGES OF ANY PERSON OR ENTITY, WHETHER A 'REPEAT INFRINGER' OR OTHERWISE, SUNGAS RENEWABLES INC. IN NO WAY WAIVES ANY RIGHT TO PURSUE ANY AVAILABLE REMEDY AT LAW OR IN EQUITY AGAINST COPYRIGHT INFRINGERS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS VIOLATORS, NOR WILL SUNGAS RENEWABLES INC. INDEMNIFY OR PROVIDE LEGAL REPRESENTATION TO ANY

ALLEGED INFRINGER IN ANY ACTION ARISING FROM THE ALLEGED INFRINGER'S USE OF SUNGAS RENEWABLES INC.'S WEBSITE, EXCEPT AS EXPRESSLY DESCRIBED IN THIS NOTICE.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. Sungas Renewables Inc. makes no representations or warranties in relation to this website or the information, materials and content found on this website.

Without prejudice to the generality of the foregoing paragraph, Sungas Renewables Inc. does not warrant that:

- this website, and any particular material or content, will be constantly available or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind.

No user content is meant to constitute the opinions or positions of Sungas Renewables Inc..

None of the information on this website is intended for guidance of others in their business transactions. Sungas Renewables Inc. is not in the business of supplying information for the guidance of other persons in their business transactions other than information provided to persons with whom Sungas Renewables Inc. enters into a written agreement expressly stating that information will be supplied for such guidance.

Liability limitations

Sungas Renewables Inc. will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Sungas Renewables Inc. has been expressly advised or provided any other notice of the potential loss.

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit, or to attempt or purport to exclude or limit.

Sungas Renewables Inc. has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Sungas Renewables Inc.'s officers or employees in respect of any losses you suffer in connection with the website.

You agree that the limitations of warranties and liability set out in this website disclaimer will protect Sungas Renewables Inc.'s officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Sungas Renewables Inc. itself.

Unenforceability and severability

If any provision of these website terms and conditions is, or is found by any court or other competent authority to be unlawful and/or unenforceable under applicable law, you agree that it should be read to give effect to its provisions to the greatest extent allowable under law and that any provision's unenforceability will not affect the enforceability of the other provisions of these website terms and conditions. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Breach and indemnity

Without prejudice to Sungas Renewables Inc.'s other rights under these terms and conditions, if you breach these terms and conditions in any way, Sungas Renewables Inc. may take such action as it deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you. Should Sungas Renewables Inc. seek to enjoin your actions relating to this website in violation of these terms and conditions, you agree that Sungas Renewables Inc. has no adequate remedy at law and that Sungas Renewables Inc. will suffer irreparable harm should your violation of these terms and conditions continue unabated.

You hereby indemnify Sungas Renewables Inc. and undertake to keep Sungas Renewables Inc. indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Sungas Renewables Inc. to a third party in settlement of a claim or dispute on the advice of Sungas Renewables Inc.'s legal advisers) incurred or suffered by Sungas Renewables Inc. arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these website terms and conditions.

Assignability and successor rights

Sungas Renewables Inc. may transfer, sub-contract or otherwise deal with Sungas Renewables Inc.'s rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. These terms and conditions will inure to the benefit of any successor of Sungas Renewables Inc.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions, as they are personal to you, unalterable and non-transferrable.

Choice of law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws of the State of Illinois without reference to its principles of choice of law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the state and federal courts of general jurisdiction located in Cook County, Illinois.

Entire agreement

Sungas Renewables Inc. may revise these terms and conditions from time to time. Revised terms and conditions will apply to the use of this website from the date of first publication of the revised terms and conditions on this website. Please check this page regularly to ensure that you are familiar with the current version.

These terms and conditions constitute the entire agreement between you and Sungas Renewables Inc. in relation to your access and use of this website, and supersede all previous versions of terms and conditions, as well as any previous agreements in respect of your use of this website except that written agreements signed by both you and Sungas Renewables Inc. supersede these terms and conditions to the limited extent that they contain any terms contrary to these terms and conditions.

DATE: October 15, 2020