

## TERMS OF USE

Last Updated and effective as of: November 12, 2019

**IMPORTANT! THESE TERMS OF USE GOVERN YOUR USE OF THE WEBSITES AND CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND GATE Petroleum Company AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, “OPERATOR”). PLEASE READ THESE TERMS OF USE AND THE PRIVACY POLICY LOCATED AT [WWW.GATEPETRO.COM/DOCUMENTS/PRIVACY-POLICY.PDF](http://WWW.GATEPETRO.COM/DOCUMENTS/PRIVACY-POLICY.PDF) (THE “PRIVACY POLICY”) CAREFULLY BEFORE ACCESSING OR USING THE WEBSITES AND ITS SERVICES. BY REGISTERING WITH THE WEBSITES OR USING THE WEBSITES OR THE SERVICE PROVIDED HEREIN, YOU ARE INDICATING YOUR ACCEPTANCE OF THESE TERMS OF USE AND THE PRIVACY POLICY AND YOUR INTENT TO BE LEGALLY BOUND HEREBY. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE WEBSITES AND ITS SERVICE. YOU MAY NOT USE THE WEBSITES OR THE SERVICE UNLESS YOU ARE AT LEAST 18 YEARS OF AGE OR OLDER.**

Operator owns and/or operates this website and all accompanying pages (collectively, the "Websites"). Operator may modify these Terms of Use at any time. The date of the last revision of these Terms of Use is set forth above at the top of this page and should be checked by you periodically, as they are binding on you. Your continued use of the Websites after changes have been posted to these Terms of Use will constitute your acceptance of all such changes.

**THESE TERMS OF USE CONTAIN LIMITATIONS ON OPERATOR’S LIABILITY AND DAMAGES RECOVERABLE BY YOU, WAIVERS OF WARRANTIES AND OF INDIVIDUAL CLASS ACTION AND JURY TRIALS AND THE EXCLUSIVE FORUM AND VENUE FOR DISPUTES IS ARBITRATION WHICH WILL TAKE PLACE IN JACKSONVILLE, DUVAL COUNTY, FLORIDA.**

In addition to these Terms of Use, please also review our Privacy Policy for information about our commitment to protecting your privacy.

Operator offers you access to the data contained on the Websites solely for your use in learning about Operator’s services and offerings, and you agree to access the Websites only for purposes permitted by these Terms of Use.

### **1. Representations and Warranties by You**

You represent and warrant that you are over the age of majority and legally competent to enter into these Terms of Use. You further warrant that you are using the Websites solely to learn about Operator’s services and to inquire with them about such opportunities. You understand and acknowledge that the Websites are owned, operated and maintained by Operator for the benefit of Operator. You further understand and agree that you may be able to link from the Websites to websites or web pages owned or operated by, or on behalf of, parties other than Operator. If you are able to link to such other websites or web pages, you understand and agree that any products, services, or information available at such other websites or web pages, and the terms and conditions under which such products, services, and information are being offered, are being provided or determined solely by the entities that own or operate such sites or pages, and not by Operator. Operator is not responsible or liable for the content of any linked websites nor the accuracy of any information provided therein. Operator does not make any representations or warranties with respect to such third party websites and is not responsible for their accuracy, sufficiency, veracity,

completeness or timeliness. You acknowledge that if you access third party websites from the Websites, you do so at your own risk. You understand that hyperlinks to third party websites do not imply that Operator endorses the content on, or the business of, the hyperlinked websites. You understand that you are solely responsible for determining the integrity and reliability of the information on the Websites as well as any information found on third party websites linked to the Websites. You agree that Operator shall not be responsible for any loss or damage of any sort relating to your dealings with such third parties. You are responsible for reviewing the applicable terms of use agreements and privacy policies of the third party websites.

## **2. Use of Site Materials**

You agree that, as between Operator on the one hand and yourself on the other hand, any electronic or printed information, data, images, videos, photographs, artwork or other content contained on the Websites ("Site Materials"), constitute the copyrighted or copyrightable and proprietary property of Operator or third parties from whom Operator has secured permission to display such Site Materials on the Websites. You acknowledge that Operator has granted to you a limited, revocable, and non-exclusive license to use these Site Materials solely for your private use to view the content as it appears on the Websites and for no other purposes or uses. You will not commercialize, sell, download, copy, license, re-license, sublicense, modify, reverse engineer, swap, re-use, create derivative works of or re-purpose the Site Materials, nor will you assist others in doing so

Unless indicated otherwise, all names, logos, trademarks, service marks, trade dress and trade names are proprietary to us in the United States and other countries and may not be used by anyone for any purpose without our prior express written consent.

## **3. Your Use of the Websites**

Operator reserves the right, without notice and in its sole discretion, to terminate your license to use the Websites, and to block or prevent future access to and use of the Websites. The foregoing license grant set forth above does NOT, without the prior express written permission of Operator, include the right for you to:

- a. publish, publicly perform or display, or distribute to any third party any Site Materials, including reproduction on any computer network or broadcast or publications media;
- b. market, sell or make commercial use of the Websites or any Site Materials;
- c. systematically collect and use any data or content including through the use of any spiders, scrapers, robots, or similar data gathering, mining or extraction methods;
- d. interfere with the proper working of the Websites;
- e. make derivative uses of the Websites or the Site Materials; or
- f. use, frame or utilize framing techniques to enclose any portion of the Websites (including the images found at the Websites or any text or the layout/design of any page or form contained on a page).

You will use your best efforts to cooperate with Operator on reasonable terms and conditions in the event Operator deems it necessary to seek to enjoin or otherwise prohibit the unauthorized use of the Site

Materials by a third party, which use may have resulted from your access to the Websites.

#### **4. Intellectual Property**

The Websites contain proprietary information that that is protected by applicable intellectual property and other laws, and you acknowledge and agree that the proprietary information is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. If you believe that any content posted to, or linked from, the Websites infringes upon your copyright rights, please consult the Digital Millennium Copyright Act Procedure section set forth below.

#### **5. DISCLAIMER OF WARRANTIES**

ALL CONTENT ON THE WEBSITES IS PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND OR NATURE EITHER EXPRESS OR IMPLIED OR GUARANTIES WITH REGARD TO THE APPROPRIATENESS, ACCURACY, SUFFICIENCY, VERACITY, VALUE, COMPLETENESS, OR TIMELINESS OF THE WEBSITES' CONTENT. OPERATOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER OPERATOR, ITS AFFILIATED OR RELATED ENTITIES, NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, AND DISTRIBUTION OF THE WEBSITES WARRANT THAT THE FUNCTIONALITY AVAILABLE ON THE WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT THAT YOU ACCESS ON THE WEBSITES IS PROVIDED SOLELY FOR YOUR CONVENIENCE AND INFORMATION ONLY. YOU UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO VERIFY ANY INFORMATION PROVIDED ON OR THROUGH THE WEBSITES. OPERATOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITES, OR AS TO THE RELIABILITY, ACCURACY OR CURRENCY OF ANY INFORMATION CONTENT, OR SERVICE PURSUANT TO YOUR USE OF THE WEBSITES.

#### **6. LIMITATION OF LIABILITY AND DAMAGES**

YOU EXPRESSLY AGREE THAT USE OF THE WEBSITES IS AT YOUR SOLE RISK. YOU (AND NOT OPERATOR) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF YOUR SYSTEM. YOU EXPRESSLY AGREE THAT NEITHER OPERATOR, NOR THEIR AFFILIATED OR RELATED ENTITIES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OR AGENTS, NOR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION AND DISTRIBUTION OF THE WEBSITES, IS RESPONSIBLE OR LIABLE TO YOU OR TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM THE USE OR ATTEMPTED USE OF THE WEBSITES, THE SITE MATERIALS OR ANY OTHER LINKED SITE. BY WAY OF EXAMPLE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OPERATOR AND RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THE WEBSITES. YOU

EXPRESSLY ACKNOWLEDGE AND AGREE THAT OPERATOR IS NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF THIRD PARTIES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, OPERATOR'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITES.

ELECTRONIC TRANSMISSIONS, INCLUDING THE INTERNET, ARE PUBLIC MEDIA, AND ANY USE OF SUCH MEDIA IS PUBLIC AND NOT PRIVATE. INFORMATION RELATED TO OR ARISING FROM SUCH USE IS PUBLIC, OR THE PROPERTY OF THOSE COLLECTING INFORMATION, AND NOT PERSONAL OR PRIVATE INFORMATION.

## **7. Indemnification of Operator**

You agree to indemnify, defend, and hold harmless Operator and its officers, directors, employees, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms of Use.

## **8. Injunctive and Equitable Relief**

You agree that your unauthorized use of the Site Materials will cause injury to Operator that cannot adequately be remedied by money damages, and that Operator shall be entitled to preliminary or permanent injunctive relief to enjoin your unauthorized use of the Websites or Site Materials, which injunctive relief shall be in addition to any other remedies available to such parties at law or equity. If Operator is successful in securing a preliminary injunction order against you, you waive any obligation of to post a security bond in conjunction therewith.

## **9. No Relationship With You**

You understand that Operator has not entered into any form of partnership, agency, fiduciary or special relationship with you solely by granting you access to and use of the Websites.

## **10. Governing Law and Venue**

These Terms of Use will be governed and interpreted pursuant to the laws of the State of Florida, United States of America, notwithstanding any principles of conflicts of law. You agree that the exclusive venue for any dispute arising out of or relating to these Terms of Use, the Websites, the Site Materials or any actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights will be in Jacksonville, Duval County, Florida, and that you irrevocably consent to the personal jurisdiction and venue therein. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The parties agree that these Terms of Use shall not be governed by the Uniform Computer Information Transactions Act (UCITA) should UCITA or any similar legislation be in force or later enacted in any jurisdiction governing these Terms of Use.

## **11. Dispute Resolution**

The parties hereto hereby stipulate that these Terms of Use involve and impact interstate commerce. In the event of any dispute or claim arising between Operator and you, the parties shall first attempt to resolve the dispute through direct negotiation and discussion between senior management personnel. If the matter is not resolved within 10 days, Operator and you knowingly, voluntarily and irrevocably agree that any controversy or claim arising between them, INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE WEBSITES OR THE SITE MATERIALS, shall be resolved EXCLUSIVELY by BINDING ARBITRATION in Duval County, Jacksonville, Florida, under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge and agree that any dispute about the enforceability or scope of these Terms of Use to arbitrate shall be decided by the arbitrator. All arbitration proceedings shall be maintained in strict confidence. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause.

## **12. NO CLASS ACTIONS AND WAIVER OF JURY TRIAL**

**WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE WEBSITES, THE SITE MATERIALS OR SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY ENTERING INTO THESE TERMS OF USE, YOU AND OPERATOR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY OPERATOR OR YOU, AND ARE ALSO WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.**

## **13. Cooperation with Law Enforcement**

Operator reserves the right to fully cooperate with any law enforcement or duly authorized regulatory authorities or court order requesting or directing Operator to disclose any content, data, information, the identity of anyone posting content or using the Websites or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THESE TERMS OF USE, YOU WAIVE, RELEASE AND HOLD OPERATOR AND OPERATOR'S AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY OPERATOR DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER OPERATOR OR LAW ENFORCEMENT OR DULY AUTHORIZED REGULATORY AUTHORITIES.

## **14. Additional Terms**

Operator's waiver of a breach of these Terms of Use or Operator's failure to exercise any right under these Terms of Use shall only be effective if in writing. It is your responsibility to provide Operator with the appropriate contact information if a waiver or request is desired. In no event shall any waiver constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under these Terms of Use. These Terms of Use constitute the entire, complete and only agreement between

the parties regarding the subject matter contained herein and supersedes all proposals or prior agreements, whether oral or written, and all other communications between the parties relating to this subject matter. Any modification of any term or condition of these Terms of Use shall be effective only if in writing and signed by authorized representatives of all parties. No other act, usage or custom shall be deemed to modify these Terms of Use. Whenever possible, each provision of these Terms of Use shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of these Terms of Use or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be severed and ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of these Terms of Use or the application of the provision to the other parties or other circumstances. The parties acknowledge and agree that headings, titles and captions for particular paragraphs, sections and subsections of these Terms of Use have been inserted solely for reference purposes and should not be used to interpret or construe the terms of these Terms of Use. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You agree that any and all communications and dealings between you, Operator relating to the Websites and these Terms of Use may be conducted through electronic means.

## **15. Your Submissions to the Websites**

Some of the services offered by Operator on the Websites may allow you and others to post, transmit, display, publish, distribute, or otherwise submit public user generated material and content (a "Submission") to the Websites, including, but not limited to, information, data, content images, video and other files and materials.

### **A. Inappropriate Submissions**

You agree not to post any Submission to the Websites that: contains vulgar, profane, abusive, hateful, or sexually explicit language, epithets or slurs, text in poor taste, inflammatory attacks of a personal, sexual, racial or religious nature, or expressions of bigotry, racism, discrimination or hate; is defamatory, threatening, disparaging, inflammatory, false, misleading, deceptive, fraudulent, inaccurate, or unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights or right of publicity of any third party, is unreasonably harmful or offensive to any individual or community, contains any actionable statement, or tends to mislead or reflect unfairly on any other person, business or entity; unfairly interferes with any third party's uninterrupted use and enjoyment of the Websites; advertises, disparages, promotes or offers to trade any goods or services in any manner that does not comport with the purpose or spirit of the Websites, is intended primarily to promote a cause or movement, whether political, religious or other; contains copyrighted content (copyrighted articles, illustrations, images, text, or other content) without the express permission of the owner of the copyrights in the content; constitutes, promotes or encourages illegal acts, the violation of any right of any individual or entity, the violation of any local, state, national or international law, rule, guideline or regulation, or otherwise creates liability; discloses any personal identifying information relating to or images of a minor without consent of a parent, guardian or educational supervisor; infringes any copyright, trademark, patent, trade secret, or other intellectual property right; contains viruses or other harmful, disruptive or destructive files; or is inappropriate for minors to view; links to any commercial or other websites; contains any content that is unlawful or in appropriate as determined by Operator in its sole and absolute discretion; and/or is not otherwise in compliance with these Terms of Use.

### **B. Your Representations and Warranties**

Each time you provide a Submission to the Websites, you represent and warrant that you have the right to provide such Submission, which means:

1. You are the author of the Submission or the owner of all copyright and other intellectual property rights therein, or
2. The Submission is not protected by copyright law, or
3. You have express permission from the copyright and other intellectual property rights owner to use the Submission in connection with the Websites; and you have the right to grant Operator the license set forth below, and your use of the Websites and the Submissions does not violate Operator's Terms of Use applicable to the Websites to which you post the Submission.

### **C. License Grant to Operator**

You grant Operator, its affiliates, and related entities a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, create derivative works, display, store, publish, transmit, perform, distribute, reproduce any Submission you provide to Operator in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorize Operator to include the Submission you provide in a searchable format that may be accessed by users of the Websites. You also grant Operator and its related entities the right to use any of your information, which use is also described in our Privacy Policy, included with any Submission in connection with the use, reproduction or distribution of such Submission. You also grant to Operator the right to use the Submission and any facts, ideas, concepts, know-how or techniques contained in any Submission or communication you send to Operator for any purpose whatsoever, including but not limited to, developing, promoting and/or marketing products and services. You grant all rights described in this paragraph in consideration of your use of the Websites, without compensation of any sort to you.

### **D. Disclaimer of Responsibility for Submissions**

Operator does not endorse any Submissions, nor does any Submission necessarily represent the views of Operator or their subsidiaries and affiliates, agents, officers or directors. You acknowledge and agree that Operator does not control all Submissions, and disclaims any responsibility for such Submissions. Operator specifically disclaims any duty, obligation, or responsibility, to review, screen, refuse to post, remove, or edit any Submission. In addition, Operator does not represent or warrant that any other content or information accessible via the Websites is accurate, complete, reliable, current or error-free. Operator does not assume any responsibility or liability for any errors or omissions in the content of the Websites or in any Submission.

### **E. Review and Removal of Submissions**

Operator reserves the right (but disclaims any duty, obligation or responsibility) to review, screen, refuse to post, remove in their entirety, or edit (at any time and without prior notice) any Submission.

## **16. Digital Millennium Copyright Act (DMCA) Procedure**

### **A. DMCA Complaints**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under United States Copyright Law. If you believe in good faith that a Submission infringe your copyright, you (or your agent) may send Operator a notice requesting that the Submission be removed from the Websites, or access to it be blocked. To be effective under the DMCA, any notification of claimed infringement must be in a written communication that includes substantially the following and must include a certification made under penalty of perjury:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed, as well as information sufficient for Operator to determine the legitimacy of the signature and the identity of the signatory;
2. 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, including citation to the application copyright registrations where available;
3. 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 Operator to locate the material, including a timestamp and visible identification of the material in a screenshot or comparable medium, with all metadata intact;
4. Information reasonably sufficient to permit Operator to contact the complaining party, including an email address, telephone number, and, if available, physical mail address;
5. 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; and
6. 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.

DMCA Complaints must meet the then current statutory requirements imposed by the DMCA; see <http://www.copyright.gov/> for details. DMCA Complaints concerning materials on Websites should be sent to Operator's Designated Agent to receive notification:

GATE Petroleum Company  
ATTN: DMCA Complaint  
P.O. Box 23627  
Jacksonville, FL 32241

You may also send the required information by email to [JOrdway@GATEPETRO.com](mailto:JOrdway@GATEPETRO.com) with "DMCA Complaint" in the subject line.

Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that material on the Websites is infringing the copyrights of others. If you are uncertain whether material on the Websites is infringing, Operator recommends seeking advice of an attorney.

## **B. DMCA Counter Notification**



If Operator removes or disables access to content in response to a DMCA Complaint, Operator will make reasonable attempts to contact the owner of the removed or disabled content, or the owner's agent. If Operator removed your material pursuant to another person's DMCA Complaint and you contend that such material does not infringe upon another's copyright rights, you may provide Operator with a counter-notification containing the following details which includes a certification made under penalty of perjury:

1. Your physical or electronic signature, as well as information sufficient for Operator to determine the legitimacy of the signature and the identity of the signatory;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the exclusive jurisdiction of any state or federal court located in Duval County, Florida, and that you will accept service of process from the person who provided notification under the DMCA or an agent of such person.

You must send this notification to the following address:

GATE Petroleum Company  
ATTN: DMCA Counter Notification  
P.O. Box 23627  
Jacksonville, FL 32241

You may also send the required information by email to [JOrdway@GATEPetro.com](mailto:JOrdway@GATEPetro.com) with "DMCA Counter Notification" in the subject line.

In addition to the foregoing, the DMCA Counter Notification should contain all of the necessary information required by the DMCA, which can be found at <http://www.copyright.gov/>. Please note, however, that this is not a substitute for legal advice and you should obtain legal advice to better understand your rights and obligations under the DMCA and applicable laws.