

## SCHEDULE A

### LEGAL TERMS AND CONDITIONS Tripoint Intermodal Services

Information and documents contained on this [Tripoint Intermodal Services] ("*Tripoint*") web site are for informational purposes only. The web site and the information and documents (including the terms and conditions herein) may be changed or updated from time to time without notice.

#### ***Conditions for Using this Web Site***

Your access to or use of this web site constitutes acceptance of the terms and conditions set out in these Legal Terms and Conditions. If you do not agree with all of the terms and conditions then you may not access, view or use this web site or any content for any purpose.

#### ***Accuracy of Information and Documents***

Although *Tripoint* updates this web site regularly with information and documents believed to be accurate at the time of posting, *Tripoint* cannot guarantee the accuracy, completeness, timeliness or currency of the information or documents. Further, information and documents posted on this web site may become out-of-date or inaccurate due to the passage of time, the occurrence of events or changes in circumstances. *Tripoint* disclaims any liability for any failure to update this web site or any information or document contain thereon as well as any failure to remove any out-of-date or inaccurate information or documents.

If you provide any information by or through the web site that information must be truthful, accurate and not violate the rights of others.

#### ***Intellectual Property***

*Tripoint* has certain protectable proprietary rights in its web site, including copyright and trademarks. You are granted a limited license to view the web site and print material from the web site for your personal use or for the internal use of the organization, as the case may be. *Tripoint* reserves all of its intellectual property rights, and in particular, no other licenses or rights are granted or implied.

You may not use any of *Tripoint*'s trademarks, logos, icons, graphics or designs for any purpose without first receiving the written consent of *Tripoint*.

You may not modify, copy, publish, republish, transmit, sell, create derivative works, display, frame or in any way exploit any content contained on the web site.

If you provide information to *Tripoint* by or through the web site, you agree that *Tripoint* shall have no obligation with respect to such information and shall, subject to privacy laws, be free to use, distribute, disclose and reproduce the information to others and shall be free to use and implement any ideas, concepts, know-how or techniques contained in the information for any purpose whatsoever without having to obtain your consent or account to you in any manner whatsoever. Any information provided by you by or through the web site shall be deemed non-proprietary and deemed to be non-confidential.

#### ***Links***

***Tripoint* MAY PROVIDE LINKS TO THIRD PARTY WEB SITES FOR YOUR CONVENIENCE ONLY AND THE INCLUSION OF THOSE LINKS DOES NOT IMPLY THAT *Tripoint* MONITORS, INVESTIGATES, VERIFIES OR ENDORSES THESE WEB SITES OR ANY ORGANIZATION OR ANY PRODUCT OR SERVICE. *Tripoint* WILL NOT BE RESPONSIBLE FOR THE USE OF ANY INFORMATION, PRODUCT OR SERVICE OBTAINED FROM OR THROUGH ANY LINKS TO THIRD PARTY WEB SITES. YOU AGREE TO ASSUME ALL RISKS ARISING IN CONNECTION WITH YOUR USE OF THE SAME.**

**NO PARTNERSHIP, CONTRACTUAL OR OTHER TYPE OF RELATIONSHIP SHOULD BE IMPLIED MERELY FROM THE FACT THAT A LINK TO A THIRD PARTY WEB SITE IS PROVIDED.**

**Security**

The Internet is not a fully-secure medium and is subject to possible interception, loss, corruption or alteration of communication. **Tripoint** will not be liable for any damages resulting from the transmission, interception, corruption or alteration of communications to or from this web site.

**Solicitation**

The web site and the information and documents thereon are for informational purposes only and are not intended as a solicitation or offering of securities in any jurisdiction. The information and documents available on or through this web site are not intended to modify, qualify, supplement or amend information and documents disclosed under corporate and securities legislation of any jurisdiction applicable to **Tripoint** or any of its related companies and should not be used for the purpose of making investment decisions concerning the securities of **Tripoint** or any of its related companies.

For official public securities documents and public companies information filed by **Tripoint** or any of its related companies, you are directed to documents on file with Canadian securities regulatory authorities which may be accessed through the SEDAR web site ([www.sedar.com](http://www.sedar.com)). Not all such documents are contained on this web site and the ones contained on this web site should not be considered official.

**Forward-Looking Statements**

Statements throughout this web site that are not historical facts may be considered to be "forward-looking statements". These forward-looking statements sometimes include words to the effect that management believes or expects a stated condition or result. All estimates and statements that describe the company's objectives, goals or future plans are forward-looking statements. Since forward-looking statements address future events and conditions, by their very nature, they involve inherent risks and uncertainties. Actual results could differ materially from those currently anticipated due to any number of factors, including such variables as new information regarding business opportunities and changes in demand for services, changes in activity in the oil and gas industry or the economy generally and legislative, environmental and other regulatory or political change and changes in competition in the businesses in which the company operates and other factors disclosed on this web site. Forward-looking statements are based on the estimates and opinions of **Tripoint's** management at the time the statements are made.

Furthermore, any forward-looking statements contained on the web site are made as at the date of their posting and **Tripoint** does not undertake any obligation to update any such forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by applicable securities laws.

**Warranty Disclaimer and Limitation of Liability**

THE WEB SITE AND INFORMATION AND DOCUMENTS ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. **Tripoint** MAKES NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WHATSOEVER, AND SPECIFICALLY DISCLAIMS THE SAME INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS, CURRENCY, TIMELINESS OR COMPLETENESS AS WELL AS ANY IMPLIED BY STATUTE.

UNDER NO CIRCUMSTANCES WILL **Tripoint** BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES INCURRED OR SUFFERED BY YOU WHICH MAY HAVE ARISEN OUT OF OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE WEB SITE OR USE OF OR RELIANCE ON ANY INFORMATION OR DOCUMENT, WHETHER OR NOT **Tripoint** WAS TOLD OF THE POSSIBILITY OF SAME. This includes, but not limited to, any liability for:

- the use of or reliance on any information or document contained on or obtained through this web site;
- any inaccuracy or omission in such information or document or failure to keep any information or document current;

- any use of any third party web site linked from this web site;
- any software used in connection with or contained on this web site;
- any computer viruses or other destructive programs encountered as a result of using this web site;
- any inability to use this web site due to, among others, interruption, delay in operation or transmission, defect, computer virus or line or system failure; or
- any other matter connected with this web site even if **Tripoint** is made aware of the possibility of such claims, expenses, damages, costs or losses.

You will be responsible for any third party claims arising out of or in connection with your use of this web site, or any information or document contained on or obtained through this web site, or any associated service, or any violation by you of any provision set out in these Legal Terms and Conditions. Therefore, by accessing or using this web site, you agree to indemnify and hold **Tripoint**, its employees, officers and directors harmless from any and all claims made by anyone and any and all expenses, damages, costs and losses of any kind incurred or suffered by **Tripoint** or any of its employees, officers or directors, including reasonable legal fees, arising out of or in connection with your use of this web site, or any information or document contained on or obtained through this web site, or any associated service, or any violation by you of any provision set out in these Legal Terms and Conditions.

### ***Applicable Law***

The terms and conditions set out in these Legal Terms and Conditions, your use of this web site and any information or document obtained therefrom and any associated services and the relationship between the parties for the purposes of the foregoing and the resolution of any dispute arising in connection with the foregoing shall be governed and construed in accordance with the laws of the Province of Alberta and those of Canada applicable therein, without reference to their conflict of laws provisions. You agree that any legal action or proceeding between you and **Tripoint** which in any way concerns any of the foregoing shall be brought exclusively in the courts of Alberta. Notwithstanding the foregoing, any party may apply to any court of competent jurisdictions to obtain injunctive relief.

The terms and conditions set out in these Legal Terms and Conditions constitute the entire terms and conditions with respect to the use of the web site and any information or document obtained therefrom and any associated service and the relationship between the parties for the purposes of the same. No representative of **Tripoint** is authorized to vary any of these terms and conditions.

If any provision of these Legal Terms and Conditions is held to be invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

Headings are for reference purposes only and shall not be used in the interpretation of these Legal Terms and Conditions.

If you access this web site from outside of Canada, you do so at your own risk and are responsible for compliance with local, national and international laws including, without limitation, securities laws and import and export laws.