

Terms & Conditions

Website Terms of Use

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY BEFORE USING THIS WEBSITE.

This Website Terms of Use Agreement (“Agreement”) is between you and Liberty Minerals, LLC (“Liberty”) for your use of this website located at [www.libertyminerals.com] (“Website”). Use of this Website signifies your agreement to the terms, conditions and notices contained or referenced in this Agreement. If you do not agree to these terms and conditions, please do not use this Website. PLEASE NOTE THAT FROM TIME TO TIME AND IN ITS SOLE DISCRETION, LIBERTY MAY AMEND THESE TERMS OF USE, WITH OR WITHOUT PRIOR NOTICE.

General Terms and Conditions: You agree to read these terms and conditions of use carefully before using this Website. In addition, you are subject to any guidelines or rules which may be posted from time to time on this Website related to your use of the Website and/or any services offered at this Website. All such guidelines and rules are hereby incorporated by reference into this Agreement. Liberty reserves the right, at its sole discretion, to update or revise this Agreement or any portion thereof at any time and without prior notice. The most current version of this Agreement posted on this Website will contain the governing terms of use for the Website and services provided. Your continued use of this Website following any changes made to this Agreement or posted guidelines and rules constitutes your acceptance of those changes and that you agree to be legally bound by them. The features at this Website may undergo changes, and new features and functionality may be added without prior notice to you. From time to time, this Website may be unavailable due to required maintenance or for reasons beyond the control of Liberty.

Conditions of Use and Prohibited Uses: You agree to use this Website and all related services for lawful purposes only. Use of this Website in violation of any applicable law, regulation, ordinance, or other rule imposed by any governmental authority is prohibited. Furthermore, you may not use the

Website in any way that could damage, disrupt, disable the Website or interfere with any other party's use of this Website.

You agree that your use of this Website, the information contained herein and any services offered are for your use only, and accordingly, you agree not to use this Website or any search results obtained from this Website for resale or redistribution, including without limitation advertising and promotional purposes. In addition, you may not use this Website to direct traffic to your website or to that of another third party.

Adult Users Only: This Website is not intended for children under 18 years of age. If you are under 18, you are not authorized to use this Website and will not be afforded access to any features of this Website that allow for you to provide information to us or to share information with other users of this Website. In order to accept these Terms and to use this Website, you must be at least 18 years of age. You hereby affirmatively represent that (a) you are at least 18 years of age; (b) you have all the applicable rights and authority to grant Liberty the rights granted herein; and (c) you have read, understood, and agree to be bound by these Terms.

Posting Content on the Website:

Upon your registration with this Website Liberty grants to you a limited right to access this Website and to post certain content with respect to lease and mineral purchase information subject to the terms and conditions of this Agreement. The term "post" as used in this Agreement shall mean "post, upload, transmit, display, share, distribute, make available to others, or the like."

Liberty claims no ownership rights in the content that you post on the Website. For any content that you post on the Website, you warrant and represent to Liberty that you have created all such content and are the sole and exclusive owner of all rights in this content or that you have the express permission to use and post such content on the Website. You also warrant and represent that you have the right and authority to grant to Liberty an irrevocable, perpetual, worldwide, fully-paid up, nonexclusive license to use any of the content that you post or provide to Liberty, including without limitation the right to sublicense, copy, store, archive, republish, distribute, reproduce, transform,

modify, display, distribute, adapt, create derivative works thereof, and translate such content.

Upon your posting of any content to this Website, you grant to Liberty an irrevocable, perpetual, worldwide, fully-paid up, nonexclusive license to use, sublicense, copy, store, archive, republish, distribute, reproduce, transform, modify, display, distribute, adapt, create derivative works thereof, and translate such content and information deemed necessary by Liberty for Liberty's operation of this Website and the provision of services. You agree and understand that any content or information posted by you may remain on the Website and that Liberty may retain such content and information in electronic archives indefinitely.

At any time and for any reason, Liberty may remove your content from the Website or the content posted by any other user of the Website, with or without notice. Liberty may also shut down the Website or block access to the Website at any time without prior notice to you or other users. In the event that you post inappropriate or unauthorized content or fail to follow the User Conduct Rules as noted below, Liberty also reserves the right to remove your content and prohibit your access to the Website.

LIBERTY IS NOT RESPONSIBLE FOR THE USE OF YOUR CONTENT BY OTHER USERS OR ANY OTHER THIRD PARTY OR ELSEWHERE.

User Conduct Rules

You agree not to use the Website or its content to:

- Use the Website for any illegal purpose or to conspire with others to violate any laws.
- Post, transfer or use any information, material, data, or any other content on the Website that would violate the intellectual property rights of any party, including without limitation rights in trademarks, copyrights, patents, trade secrets, inventions, and other proprietary rights (collectively, "Intellectual Property").
- Violate the Intellectual Property rights, publicity rights, rights in confidential information or privacy of another person or party.
- Post or use any information, material, data, or other content that is false or misleading.

- Modify the content posted on the Website by other users, parties and/or Liberty on the Website.

Liberty may cancel your access to the Website if you use the Website in any way deemed by Liberty, in its sole discretion, to be unacceptable or in violation of any of the User Conduct Rules or any other terms of this Agreement.

Liberty Trademarks and License:

The Liberty name and logo and all Liberty related trade names, design marks, taglines and slogans are the Intellectual Property of Liberty, and you may not use such without the prior written consent of Liberty. All other product and service marks contained herein are the marks of their respective owners and may not be used without the prior written consent of such owners. Nothing contained herein shall be construed as granting to you or any user of this Website any license to or ownership rights in any Intellectual Property or other legal right of Liberty or any third party.

Intellectual Property Infringement Complaints

Under the terms of this Agreement, Liberty prohibits the posting, display, transmission, sharing, emailing, embedding, making available, or otherwise use in this nature of content that infringes the Intellectual Property rights of another person or party. In the event that a third party provides Liberty with a notification of any alleged Intellectual Property infringement, Liberty may immediately remove such content and may block access to and cancel such user's registration. In addition, in the event of an alleged copyright infringement, Liberty shall act expeditiously in accordance with the Digital Millennium Copyright Act ("DMCA") and will take steps to have the allegedly infringing material removed or access to such blocked.

If you believe that any content on the Website infringes the Intellectual Property that you own or are licensed to enforce (other than your copyright), please send a written notification of such to Liberty Minerals, LLC by first class mail, addressed to the following: Micah Ogden: 1405 4th Ave. NW, PMB 254, Ardmore, OK 73401

Include in the letter the following information:

- Identification of the allegedly infringing material with particularity to permit Liberty to locate the material on the Website;
- Information reasonably sufficient to permit Liberty to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by you, your agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For claims of alleged infringement of your copyright, please follow the “Procedure for Submitting Notification of Alleged Copyright Infringement” below.

Procedure for Submitting Notification of Alleged Copyright

Infringement: It is our policy to respond to notices of alleged copyright infringement that comply with the DMCA. With respect to copyright infringement, the DMCA requires Liberty to have a designated agent to receive notices of alleged copyright infringement. For any content that you believe infringes your copyright, please send a written notice of alleged copyright infringement to Liberty’s designated agent at the following address:

If by first class mail: Copyright Agent for Notification of Claimed Infringement
[Micah Ogden: 1405 4th Ave. NW, PMB 254, Ardmore, OK 73401]

If by facsimile: Attn: Micah Ogden (580) 319-5488

Your written notification of alleged copyright infringement should include all of the following information:

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at the Website are to be covered by a single notification, a representative list of such works at the 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 which is to be disabled, and information reasonably sufficient to permit Liberty to locate the material on the Website;

- Information reasonably sufficient to permit Liberty to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by you, your agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Third Party Website and Content:

This Website may produce automated search results or otherwise link you to other websites of third parties (collectively, “Third-Party Sites”), which may contain information or material that you may or may not find inappropriate. These Third-Party Sites are not under the control of Liberty, and you acknowledge and agree that Liberty is not responsible for the accuracy, copyright compliance, legality, decency or any other aspect of the content of such websites and acknowledge and agree that a link or any reference on this Website to any products, services, or content of third parties does not constitute or imply any endorsement, sponsorship, recommendation, warranty or guarantee by Liberty of such third party or its products, services, or content. Your access of or to any Third-Party Sites is done solely at your own risk. Accordingly we recommend that you review the Terms of Use of each Third-Party Site that you access.

Disclaimer of Warranties:

THE CONTENT AND SERVICES PROVIDED ON THIS WEBSITE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, LIBERTY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LIBERTY MAY HAVE A THIRD PARTY OPERATE AND PROVIDE WEB APPLICATION HOSTING SERVICES FOR THE WEBSITE ON BEHALF OF LIBERTY, AND LIBERTY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SUCH THIRD-PARTY SITES, SERVICES OR PRODUCTS. LIBERTY IS NOT RESPONSIBLE FOR THE CONTENT OR MATERIAL POSTED BY USERS OR LISTED THIRD-PARTIES, AT THIS WEBSITE AND

SUCH CONTENT IS NOT NECESSARILY MONITORED, INVESTIGATED, OR CHECKED FOR ACCURACY. LIBERTY IS ALSO NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER OF THE WEBSITE. THIS WEBSITE MAY HAVE LINKS TO THIRD-PARTY SITES AND LIBERTY IS NOT RESPONSIBLE FOR THE CONTENT AT SUCH THIRD-PARTY SITES OR THE SERVICES PROVIDED BY ANY THIRD PARTY.

LIBERTY DOES NOT WARRANT THAT THE FUNCTIONS OF THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. LIBERTY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY TECHNICAL PROBLEM, DELAY, DISRUPTION IN SERVICE, OR ANY OTHER MALFUNCTION THAT MAKES THE WEBSITE UNAVAILABLE AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR ANY LOSS OF DATA RESULTING FROM SUCH USE. LIBERTY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE CONTENT IN THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOUR USE OF ANY CONTENT FROM THIS WEBSITE IS AT YOUR OWN RISK AND DISCRETION, AND LIBERTY WILL NOT BE RESPONSIBLE FOR ANY HARM, DAMAGE, OR LOSS ARISING OUT OF YOUR USE OF THE CONTENT.

TO THE EXTENT THAT SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE LIMITATIONS MAY NOT APPLY.

Limitation of Liability: UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, SHALL LIBERTY BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, AND CONSEQUENTIAL DAMAGES AS WELL AS ANY LOSS OF USE, DATA OR PROFITS THAT RESULT FROM YOUR USE OF, OR THE INABILITY TO USE, THIS WEBSITE AND THE CONTENT PROVIDED HEREIN BY LIBERTY OR ANY THIRD PARTY, EVEN IF LIBERTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ANY OTHER

CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. THIS LIMITATION ON LIABILITY PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT AND YOUR USE OF THIS WEBSITE.

TO THE EXTENT THAT SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY.

Indemnification:

You agree to defend, indemnify, and hold Liberty harmless from and against any and all harm, claims, damages, costs, losses and expenses (including reasonable attorneys' fees) arising from or related to your use of the Website or the content you provide to Liberty or post on the Website, including without limitation the breach of any warranty or representation made by you under this Agreement, your violation of any of the User Conduct Rules identified above, and any claims of alleged infringement of the Intellectual Property of a third party.

Choice of Law;

Venue and Jurisdiction: This Agreement and your use of the Website shall be governed by and construed in accordance with the laws of the State of Oklahoma and of the United States, without reference to its principles of conflicts of laws. You and Liberty agree to the exclusive jurisdiction of and venue in the courts located in Carter County, Oklahoma.

Consent to Monitoring and Disclosure:

While Liberty is under no obligation to monitor the content posted on this Website by users or the personal information provided by you in registering with this Website, you acknowledge and agree that Liberty may at anytime monitor this Website periodically.

Modifications; Entire Agreement

Liberty may modify or terminate this Website from time to time, for any reason, with or without notice, without liability to you, any other user or any third party. Except as otherwise required by law, you acknowledge and agree that any cause of action or claim you may have with respect to this Website must be commenced within one (1) year after the claim or cause of action arises, or such claim or cause of action will be barred. This Agreement, including any and all subsequent modifications and changes by Liberty,

constitutes the entire understanding between the you and Liberty pertaining to the Website and the content provided therein and supersedes all previous communications, representations and agreements, whether oral or written, relating to the Website.

Waiver

Neither the failure of a party to enforce at any time any of the provisions of this Agreement nor the granting of any time or other indulgence shall be construed as a waiver of that provision or of the right of that party thereafter to enforce that or any other provision.

Severability

If any portion of any provision of this Agreement is deemed unlawful, void or unenforceable for any reason, then that portion shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining portion of the provision or any other provisions, and this Agreement shall be automatically amended in order to effect, to the maximum extent permitted by law, the original intent of such provision.

BY UTILIZING THIS WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS AND ANY AND ALL AMENDMENTS TO THESE TERMS OF USE THAT ARE SUBSEQUENTLY MADE BY LIBERTY AND POSTED ON THE SITE. IF YOU DO NOT AGREE TO THESE WEBSITE TERMS OF USE, PLEASE DO NOT REGISTER WITH OR USE THIS WEBSITE.