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### **Use of Site**

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### **About the Information**

We have prepared this Site solely for the purpose of providing information about XL Energy Marketing and our business. The Site has been compiled in good faith by XL. However, no representation is made as to the completeness or accuracy of the information it contains. In particular, you should be aware that this information may be incomplete, may contain errors or may have become out of date. The reports filed by XL with the Securities and Exchange Commission, news releases issued by the Company and listed on this Site and Company presentations that are available on this Site speak only as of the respective dates on which they were filed, issued or presented by us. The contents of these reports and releases can become out-of-date, so you should not rely on the continued accuracy of any such material beyond the date of its filing, issuance or presentation. We make no commitment, and we disclaim any duty, to update any of these reports and releases. We do not warrant as to the accuracy or completeness of the materials or the reliability of any advice, opinion, statement or other information displayed on, or distributed through, the Site. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, report or information shall be at your sole risk. Some, or all, of the content on this Site may be unavailable from time to time. We make no representations or warranties that the content of this Site, or that of any site that links to this Site, is free from viruses or other items of a destructive nature. We reserve the right to add, modify, correct or delete any information from this Site at any time without any notice. You are bound by such revisions and should therefore periodically visit this page to review the current terms.

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- Shall not create a frame, browser or border environment around our content.
- Shall not imply that we are endorsing you or your products.
- Shall not misrepresent, or mislead with respect to, your relationship with us.
- Shall not present false information about our business or us.
- Shall not use our logo, photographs, and package graphics without XL Energy Marketing' written express permission.
- Shall not link to a site that contains content that could be construed as distasteful, obscene, offensive or controversial, and should contain only content that is appropriate for all age groups.
- Shall not distort or modify in any manner the content of our Site.
- Shall notify us at [xl@xl-energy.com](mailto:xl@xl-energy.com) of your intent to link to this Site.

#### **Submitted Information**

Any information you provide to us through or in connection with this Site shall be used by us in accordance with the Site's Privacy Policy (Internet Privacy Policy).

#### **Limitation of Liability**

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF, OR IN CONNECTION WITH, YOUR USE OF THIS SITE OR ANY INFORMATION CONTAINED AT THE SITE OR ANY LINKED SITES. IN PARTICULAR, WE SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER AN ACTION ALLEGING SUCH DAMAGES IS BROUGHT IN CONTRACT, NEGLIGENCE OR TORT.

#### **Governing Law**

These terms are governed by, and construed in accordance with, the law of Poland, without giving effect to any principles of conflicts of law. You agree that any action in law or equity arising out of or relating to these terms or the use of this Site shall be filed only in courts located in Warsaw, Poland, and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action.

#### **General**

We may revise these terms at any time by updating this posting. You should visit this page from time to time to review the then-current terms because they are binding on you. We may terminate, change, suspend or discontinue any aspect of our Site, including the availability of any features of the Site, at any time. We may also impose limits on certain features and services or restrict your access to parts or the entire Site without notice or liability. We may terminate the authorization, rights and license given above, and, upon such termination, you shall immediately destroy all materials from the Site.

Last revised: March 2014

XL Energy Marketing Sp. z o.o. Internet Privacy Policy

#### **In General**

XL Energy Marketing Sp. z o.o. (referred to as “we” or “us”) respects the privacy of every individual who visits this website (the “Site”) and is sensitive to privacy issues on the Internet. We believe it is important that you know how we treat the information we receive on the Internet about you. Therefore, this privacy policy outlines the information that we may collect from you and how we may use that information. We reserve the right to modify or amend this privacy policy in our sole discretion at any time without providing notice to you.

### **Personal Information**

In general, you can visit our Site on the World Wide Web without telling us who you are or revealing any personal information about yourself. In some cases, our web servers may automatically collect certain non-personal information about you when you connect or link to the Site. Examples of this type of non-personal information include the domain names, I.P. Addresses, the type of web browser you are using, and the type of computer operating system you are using. This information is aggregated to measure the number of visits, average time spent on the Site, pages viewed, and other similar information. We use this information to measure the use of the Site and to improve the content of the Site.

There are times, however, when we may need information from you, such as your name, address, telephone number and e-mail address. We will not collect any such personal data from you unless you provide it voluntarily. Therefore, if you do not wish to provide us with your personal data, please do not submit it to us. When you provide us with personal data, we may use that information in the following ways: we may use the information to respond to your inquiry, process your request or allow you to access specific account information; we may store and process the data to better understand your needs and how we can improve our products and services; we may transfer your personal data across country borders within our company; and/or we may provide other third parties with aggregate, but not individual, data about visitors to, or users of, our Site. We do not intend to market, sell or rent personal data about you to third parties.

### **Children**

We do not intend to collect any personal information from children under thirteen years of age. Where appropriate, we will explicitly instruct children not to provide such personal data on the Site and/or will take reasonable measures to obtain parental consent to such submission. We encourage parents to instruct their children to use their personal data in a safe and responsible manner while using the Internet.

### **Cookies**

When you view our Site, we may store some tailored information on your computer. This information is delivered through technology called “cookies.” A cookie is a tiny element of data that a website can send to your browser, which may then be stored on your hard drive so we can recognize you when you return. With most web browsers you can delete cookies from your hard drive or block all cookies, and you may set your browser to notify you when you receive a cookie. Please consult your browser manual to learn more about these functions.

### **Other Sites**

This Site may contain links to other sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices of other sites. This privacy policy applies solely to information collected by this site.

### **Policy Changes**

XL Energy Marketing Sp. z o.o. reserves the right to modify its Privacy Policy at any time. In the event that we make a change to our policy we will post a notice of the change on this page.

### **Contact Information**

If you still have questions about our privacy policy, please contact us directly at [xl@xl-energy.com](mailto:xl@xl-energy.com).

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