

TERMS OF USE

Your Agreement to be Legally Bound

These Terms of Use describe the terms by which Barnwell Industries Inc. ("Barnwell") offers you access to this website and the content and services offered on it (collectively, the "Website"). In consideration of Barnwell granting you access to the Website, you represent that you have read and understand each of the terms and conditions of these Terms of Use and agree that these Terms of Use govern your use of the Website. If you do not agree to accept these Terms of Use, you may not access or otherwise use the Website. Barnwell may revise these Terms of Use from time to time by posting the revised terms on the Website, with the revised terms taking effect as of the date posted. Your continued or repeated use of the Website indicates your agreement to be bound by such revised Terms of Use.

The Website

You agree that the Website, including all software, trademarks, service marks and content, including, text, graphics, logos, icons, photos, reports, products, digital downloads and data compilations, and all intellectual property and proprietary rights in the foregoing, are the valuable property of Barnwell and/or its licensors. The Website is protected by U.S. and international copyright laws.

Barnwell shall have sole and complete control over, and reserves the right at any time to make changes to the Website, including the configuration, appearance, content and functionality of the Website.

Your Use of the Website

Other than the limited right to use the Website according to these Terms of Use, you obtain no rights to the Website or any portion thereof. The right to use the Website is personal to you and is not transferable to any other person or entity. Your right to use the Website shall automatically, and immediately cease upon your breach of these Terms of Use or any other terms or conditions made available via the Website. Furthermore, your use of all or a portion of the Website may be immediately terminated at any time by Barnwell, for any reason and without notice.

You are responsible for all of your use of the Website and for ensuring that you comply fully with the provisions of these Terms of Use, the Website Privacy Policy and any other provisions and agreements posted on the Website.

Barnwell may in its sole discretion suspend or terminate your use of the Website.

You agree that you will not, under any circumstance:

- (a) sell, lease, transfer, recirculate, publish, transmit, perform, display, create derivative works of, make available or otherwise provide access to or exploit the Website, including any portion or service thereof, to any person, whether through oral, written, or electronic means, whether as a demonstration, for commercial purposes or otherwise;
- (b) copy or otherwise reproduce in any medium any portion of the Website; or
- (c) access, alter, decompile or reverse engineer any software or other component of the Website.

Security

You agree that you may access the Website through the World Wide Web or other Internet provider which is not necessarily secure, and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. Barnwell does not warrant that any such system or communication is secure.

You agree that if you suspect, or become aware of a technical failure or any improper access to or use of the Website by another person, you shall promptly notify Barnwell of such occurrence.

Your Representations and Warranties

You represent, warrant and covenant to Barnwell, at all times while these Terms of Use are in effect, that:

- (a) you possess all power, authority and applicable approvals (if any) necessary for you to agree and abide by these Terms of Use;
- (b) these Terms of Use constitute a valid and binding agreement enforceable against you in accordance with its terms; and
- (c) your agreeing to and abiding by these Terms of Use will not cause you to be in violation of any other agreement or law, regulation, order or court process or decision to which you are a party or by which you or your properties are bound or affected.

Disclaimers

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The Website may provide links to certain websites sponsored and maintained by third parties. Such third party websites are publicly available, and Barnwell is providing access to such websites through the Website solely as a convenience to you. The content and terms of use of other websites, including the services, goods or advertisements that such website may offer or link to may not be maintained or controlled by Barnwell, and Barnwell makes no representations or warranties concerning the foregoing, including its interaction with your computer; its security and privacy policy and practices and the consequences of visiting that website. The fact that the Website provides such links does not constitute any endorsement, authorization or sponsorship of such websites or their sponsors by Barnwell, nor is there necessarily any affiliation between Barnwell and such sponsors, and such sponsors do not endorse, authorize or sponsor the Website. Moreover, Barnwell is in no way responsible for the availability, content or accuracy of such third party websites, including the services, goods or advertisements that such website may offer or link to, and does not make any endorsement, warranty, express, implied or statutory, with respect thereto. You understand and agree that you will use or rely on such websites solely at your own risk and that Barnwell does not grant to you any rights in respect of such websites. You agree to comply with the terms and conditions of use of all websites that the Website links to, and agree to indemnify Barnwell for any breach thereof.

Barnwell shall have no duty or obligation to verify, correct, complete or update the Website.

You Agree to Indemnify Barnwell

You agree to indemnify, hold harmless, and defend at your own cost Barnwell and its officers, partners, affiliates, employees, agents, successors, and assigns (the "Indemnified Parties") from and against any cost, liability, judgment, settlement, claim, loss or damage (including attorneys' fees and other expenses) (collectively "Losses") arising out of or in connection with your use of or access to the Website (including any Loss suffered as a result of or in connection with your reliance on the Website, a breach by you of applicable law, any breach of your obligations contained herein, any unauthorized use of the Website or breach of any of your representations or warranties), except to the extent the same is found by a court of competent jurisdiction from which no appeal can be or is taken to have resulted from the willful misconduct or gross negligence of Barnwell.

No settlement of any claim (other than a settlement involving only the payment of money which is paid in full by you and in which Barnwell is completely released from liability) or consent to entry of any judgment shall be entered into without the consent in writing of Barnwell.

Barnwell's Liability to You is Limited

BARNWELL SHALL HAVE NO LIABILITY, DIRECT OR INDIRECT, CONTINGENT OR OTHERWISE, TO YOU OR TO THIRD PARTIES WITH RESPECT TO THE WEBSITE, OR ANY PORTION THEREOF, UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, INCLUDING WITHOUT LIMITATION, LIABILITY FOR (I) THE ACCURACY, RELIABILITY, PERFORMANCE, COMPLETENESS, TIMELINESS, CONTINUED AVAILABILITY OF THE WEBSITE; (II) ANY VIRUS OR OTHER HARMFUL OR MALICIOUS CODE TO CONTENT; (III) ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

IN NO EVENT SHALL BARNWELL BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING IN ANY MANNER TO YOUR USE OF, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE, EVEN IF BARNWELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN. BARNWELL SHALL HAVE NO RESPONSIBILITY TO INFORM YOU OF, OR TO TAKE ANY ACTION IN CONNECTION WITH, ANY ERRORS OR DIFFICULTIES EXPERIENCED BY BARNWELL OR OTHER THIRD PARTIES WITH RESPECT TO USE OF THE WEBSITE.

Law & Jurisdiction

These Terms of Use are governed by the laws of the State of New York without application of the principles of conflicts of law. Each party submits to the jurisdiction of the State and Federal Courts located in New York City, Borough of Manhattan, for any action or proceeding relating to these Terms of Use, and expressly waives any objection it may have to such jurisdiction or the convenience of such forum.

You hereby waive service of process in connection with any legal matters or proceedings pertaining to these Terms of Use, and agree that (to the extent permitted by applicable law) service at the address indicated in your account information is proper service. Such service may be served by mail or fax, which shall be deemed full and complete service on you.

You Agree to Our Privacy Policy

By accessing and using the Website, you agree that any information you provide or that Barnwell collects will be subject to the [Privacy Policy](#) posted on the Website.

Notices

All notices, requests and other communications under these Terms of Use to Barnwell shall be delivered to Barnwell Industries Inc., 1100 Alakea Street, Honolulu, Hawaii 96813.

Miscellaneous

These Terms of Use, and your rights and obligations hereunder, may not be assigned or transferred by you. Barnwell may transfer its rights and obligations hereunder to any of its affiliates, subject to posting a notice on the Website to that effect.

No delay on the part of Barnwell in exercising any right or remedy under these Terms of Use shall operate as a waiver thereof, nor shall any waiver on the part of Barnwell, nor any single or partial exercise of any right under these Terms of Use, preclude any other or further exercise thereof or any other right under these Terms of Use. Barnwell's rights and remedies under these Terms of Use are cumulative and are not exclusive of any rights and remedies provided for by law, in equity or otherwise.

In the event that any provision (or portion of a provision) of this Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of these Terms of Use (and of such provision) shall not be affected except to the extent necessary to delete such illegal, invalid or unenforceable provision (or portion thereof), unless the deletion of such provision (or portion thereof) shall substantially impair the benefits of the remaining portions of these Terms of Use.