



Call Before You Dig, Inc. (CBYD) Disclaimer / Indemnity

By entering and using the services provided by CBYD (**Services**) you agree to the following:

In consideration of the provision of the Services by CBYD (including any new services provided from time to time) and notwithstanding any other agreement of CBYD and you or an owner of underground utilities (**Member/Participant**) to the contrary or any representation of CBYD to the contrary, you acknowledge that, to the maximum extent permitted by law, CBYD, its employees, agents, contractors and consultants are not responsible for any actions, liabilities, losses, damages, costs, claims or expenses arising in respect of personal injury, death or any damage to or loss of any property (including a user's or Member's/Participant's utilities) or otherwise, including without limitation any special, incidental, consequential, indirect or punitive damages, costs, expenses or losses of any kind, loss of profit (whether direct or indirect), loss of revenue, loss of management time, opportunity costs, failure to realize anticipated savings or financial loss in any way arising out of or in relation to the Services whether or not as a result of a user of any of the Services undertaking excavation or other activity or the provision of services, failure to provide Services by CBYD, its employees, agents, contractors or consultants, including any negligent act or omission or default (including willful default) of CBYD, its employees, agents, contractors or consultants.

The provisions of this disclaimer shall apply regardless of the cause of action whether in contract, tort (including negligence) or otherwise.

Without limiting the above, CBYD, its employees, agents, contractors or consultants are not responsible to any person for:

- (1) the currency, accuracy or completeness of information supplied by any Member/Participant to CBYD which may include information indicating the general location of its "fields of interests", being locations where the Member/Participant has underground utilities;
- (2) the currency, accuracy or completeness of information received by CBYD from any user of the Services as to proposed excavation activity;
- (3) the failure of any user of the Services to avail itself of the Services, and the failure of any user of the Services to use or correctly or accurately interpret information supplied to it by any Member/Participant; and
- (4) any delays in respect of the delivery or supply by CBYD of information sought, as CBYD is reliant on the user and/or the Member/Participant to provide such information requested in a timely manner.



To the maximum extent permitted by law, CBYD specifically excludes any conditions, terms or warranties that may be implied to, or in respect of, the provision of these Services, and to the extent that any such condition, term or warranty or liability cannot be excluded, CBYD's liability for breach of such implied term, condition or warranty is limited to the resupply of the Services provided by CBYD, or the payment of the reasonable cost of having the Services supplied again.

You expressly acknowledge and agree that CBYD does not maintain detailed information regarding underground or above the ground utilities and that there are owners of underground utilities which do not participate in the referral service operated by CBYD. Therefore you agree that CBYD cannot, and does not, make any representations or warranties as to the accuracy, reliability or completeness of the information provided in response to an inquiry and that CBYD will only inform the Member/Participant of inquiries in accordance with these terms.

You agree to indemnify CBYD, its employees, agents, contractors and consultants against all liabilities, costs, claims, expenses or loss (including without limitation any special, incidental, consequential, indirect or punitive damages, costs, expenses or losses of any kind, loss of profit (whether direct or indirect), loss of revenue, loss of management time, opportunity costs, failure to realize anticipated savings or financial loss) suffered by CBYD, its employees, agents, contractors or consultants arising from:

(1) any incorrect or incomplete information provided to CBYD or the failure to provide information to CBYD; and

(2) the failure to use or correctly or accurately interpret information supplied to you by the Member/Participant.

CBYD does not represent or warrant that you or any user of this Service will achieve any particular objective, or guarantee any outcome by using this Service. While every effort has been made to provide information that is accurate and reliable, CBYD provides this Service in good faith and merely facilitates communication and the exchange of information between the users of this Service and Members/Participants.

You may only use this Service for the purposes for which CBYD intended. CBYD reserves the right to deny you access to the Service for any reason, including for misuse of the Service.

By using the Services, you release and discharge CBYD from all liability which might arise in respect of your use of the site.