

TERMS OF USE

XUN ENERGY WEBSITE (“SITE”) TERMS OF USE INCLUDING THE XUN FORUM

It is important to us that you, and our other visitors, have a valued experience while exploring our Site, and that when you use this Site you are fully aware of your respective legal rights and obligations. For that reason, we created or formulated these terms of use as the legally binding terms to govern your use of this Site (“Terms of Use”). Please read these Terms of Use carefully before using the Site because they affect your legal rights and obligations.

YOUR ACCEPTANCE OF TERMS

If you do not agree with any of these Terms of Use, please do not use this Site. By using this Site you affirm your consent to these terms.

Some areas of this Site, or activities on this Site, may be subject to additional terms and conditions, which you should read carefully before making any use of those areas. Such additional terms will not change or replace these Terms of Use regarding any use of this Site, unless otherwise expressly stated.

Please note that these Terms of Use may be revised and reissued by updating this posting. Changes to the Terms of Use become effective when posted to the Site. We advise you to revisit this page regularly to review the current Terms of Use. Your continued use of the Site will signify your acceptance of any revisions and explicit renewal of your consent. These Terms of Use were last updated November 2012.

HOW TO CONTACT US

Please forward any comments or complaints about this Site or any questions regarding privacy or other legal matters to admin@xunenergy.com

ONLINE PRIVACY POLICY

Your privacy is important to us. To better protect your privacy, we provide a Privacy Policy explaining our online information practices and the choices you can make about the way your information is collected and used at or in connection with this Site. [Click here](#) to read and/or print a copy of this Policy which forms part of these Terms of Use. By accepting these Terms of Use you shall also be deemed to have accepted the terms of the Privacy Policy.

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SUBMISSIONS

Xun Energy is interested in hearing your questions or comments about our Site. However, Xun Energy does neither accepts nor considers unsolicited submissions of any kind (e.g. scripts, treatments, concepts, or any other materials) in any format, and by any means of transmission (including email). Any such submissions are either returned to the sender without being reviewed or deleted or discarded without being reviewed. Therefore, please do not send any unsolicited submissions to any member of Xun Energy.

SYSTEM ABUSE

You agree that in using this Site you will not use the Site for any unlawful purpose, or access or attempt to penetrate the Site's security measures. Without limitation, you agree not to send, create or reply to so called "mailbombs" (i.e. emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or engage in "spamming" (i.e. unsolicited emailing for business or other purposes) or undertake any other activity which may adversely affect the operation or enjoyment of this Site by any other person. You may not reproduce, sell, resell or otherwise exploit any resource, or access to any resource, contained on this Site.

If we have reasonable grounds to believe you have breached any of these restrictions, Xun reserves the right to suspend, restrict or terminate your access to the Site at any time without notice. This shall not limit our right to take any other action against you that we consider appropriate in defending our rights or those of any other party.

SECURITY

You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools or network probing tools) are strictly prohibited. If you become involved in any violation of system security, Xun Energy reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

INVESTIGATIONS

Xun Energy reserves the right to investigate suspected violations of these Terms of Use. Xun Energy may seek to gather information from the user who is suspected of violating these Terms of Use, and from any other user. If Xun Energy believes, in its sole discretion, that a violation of these Terms of Use has occurred, it may take corrective action it deems appropriate. Xun Energy will fully cooperate with any law enforcement authorities or court order relating to users of the Site.

SERVICE

In order to use this Site, you must obtain access to the World Wide Web and pay any service fee associated with that access. You will need to provide all equipment and pay all costs necessary to connect to the Site on the World Wide Web (including a computer, modem and/or other access devices). Xun Energy reserves the right at any time to modify or discontinue, temporarily or permanently, all or any part of this Site and/or any software, facilities and services on this Site, with or without notice, and/or to establish general guidelines and limitations on their use.

LOCAL REGULATIONS

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Indemnity

You agree to indemnify and hold harmless Xun Energy and its officers, directors, employees, agents, distributors and affiliates from and against any and all losses, claims, demands, liabilities, damages, costs or expenses, including reasonable legal fees and expert witness fees, resulting from your breach of any of the foregoing provisions, representations or warranties, and/or from your placement or transmission of any content onto Xun Energy's servers.

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Jurisdictional Issues

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These Terms of Use shall be governed by, construed and enforced in accordance with the laws of England. You hereby consent and submit to the exclusive jurisdiction of the courts of England for any action however so arising out of these Terms of Use.

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein.

XUN FORUM TERMS OF USE AND CONDITIONS

We reserve the right to change these rules at any time by posting changes online. You are responsible for regularly reviewing information posted online to obtain notice of such changes. Your continued use of this site after changes are posted constitutes your acceptance of these rules as modified by the posted changes. Dates of revision will be noted on the bottom of this notice.

Every user must note that this site has been created and designed as a means for its investors and prospective investors to communicate with the Company. Users may not be who they claim

to be and you should always use caution if you decide to disclose any personal information by private message, a feature provided to members of the Xun Forum.

Xun Energy Administrators (collectively, "Xun Admin") will administer the Xun Forum.

XUN FORUM MEMBERSHIP REGISTRATION RULES

- a. Keep your personal details private. Surnames, addresses, telephone numbers and other similar details are strictly prohibited.
- b. Our registration process requires you to supply us with your e-mail details, but we will only use this information to validate your access to this forum system. We will not publish or provide your e-mail address to anyone, unless it is in the interests of public safety to do so.
- c. Choose a suitable screen name - It may not be rude or offensive.

CONDUCT ON THE XUN FORUM

Your use of the Xun Forum is subject to all applicable laws and regulations, as well as our Terms of Use, other rules and normal social etiquette. Xun Energy reserves the right to remove or restore posts at its sole discretion. It is the members' responsibility to bring violations of the Terms of Use by other members to Xun Energy's attention, although Xun Energy does not guarantee any action based on such information.

Furthermore, you are solely responsible for the content of your posts and communications through the Xun Forum. By posting information in or otherwise using any communications service, chat room, message board, image, private messaging, or other interactive service that may be available to you on or through this Xun Forum, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content including text, communications, software, images, sounds, data, or other information that:

- a. Is unlawful, threatening, abusive, harassing, defamatory, libelous, vulgar, hateful, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or not in the best interests for Xun Energy or its shareholders, or otherwise violates our rules or policies;
- b. Attacks, verbally or otherwise, at any other user, the website, Xun Energy or any of its subsidiaries, operations, or any officer, board member, employees or agent of Xun Energy;
- c. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other intellectual property or other proprietary or privacy right of any party;



- e. Misappropriates the name, likeness, image, sound or other physical attribute of another person or user or falsely impersonates any other user, person or entity, including any of our employees or representatives;
- f. Off Topic Posts (OTP), posts and topics should remain about the Company, its endeavors and the industry. Posts relating to other companies, persons, or subjects not related to the Company or the industry will be removed at the discretion of the Xun Admin.
- g. Constitutes unauthorized or unsolicited commercial e-mail, junk or bulk email (also known as "spamming"), or chain letters;
- h. Contains any unauthorized advertising or promotion of any product or service, any form of unauthorized solicitation, or any form of lottery or gambling;
- i. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of the Xun Forum or of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any subscriber, user or third party;
- j. Deletes, obscures or alters any attributions, legal notices or proprietary designations or labels on any Content that you upload or post to any portion of the Website; or

We neither endorse nor assume any liability for the contents of any Content or other material uploaded, posted, communicated or submitted by users of the Xun Forum. We will monitor the Content posted by users of any communications services, chat rooms, message boards, image or document repository, or other interactive services that may be available on or through this Xun Forum. However, we reserve the right, but not the obligation, and at our sole discretion, to monitor Content posted, submitted, uploaded or otherwise made available through our Xun Forum; and we further reserve the right, but not the obligation, to remove any Content that, in our judgment, does not comply with these Terms of Use in any way or with any other rules of user conduct for our Xun Forum, or is otherwise harmful, objectionable, or inaccurate, or clearly detracts from the value of the community, as determined in our sole judgment. We are not responsible for any failure or delay in removing such Content. You hereby consent to such removal and waive any claim against us arising out of such removal of Content.

In addition, you may not use your membership to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the Xun Forum may be available to you or other authorized users of the Xun Forum. Users found to be or attempting to manipulate statistical data, data of other Xun Forum users, harvesting information of other users, or attempting to gain access to areas of our Xun Forum to which such users are not authorized to access, directly or indirectly, whether programmatically, robotically, manually, via posting of Content or in any other manner, will be subject to account suspension and/or termination. Users who violate, or attempt to violate, systems or network security may incur criminal or civil liability and we reserve the right to seek prosecution of such violations to the fullest extent permitted by law.

You agree that we may at any time, and at our sole discretion, suspend or terminate your ability to post to any or all boards, or to terminate your account without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, and we reserve the right to report or refer suspected criminal violations to law enforcement authorities, and to cooperate with law enforcement authorities in investigating suspected criminal violations involving our Xun Forum.

SPECIAL RULES & MESSAGE DELETIONS

- a. The Xun Admin reserves the right to disable and/or remove any board at any time.
- b. Xun Admin will remove any post that fall into the following categories: Threat, Off-Topic, Vulgarity, Privacy Violation, Spam, Personal Attack, Duplicate, harassing, defamatory, abusive, threatening, harmful, obscene, profane, of an inappropriate sexual or homophobic nature, racially or religiously offensive, or not in the best interests for Xun Energy or its shareholders, or otherwise is not acceptable.
- c. Private Messages that you receive are not to be posted publicly unless you have prior permission from the author.

SUSPENSION AND TERMINATION

We will determine, at our discretion, whether there has been a breach of sections 1-6 through your use of our site. When a breach has occurred, we may take such action as we deem appropriate, including:

- a. Immediate, temporary or permanent withdrawal of your right to use our site.
- b. Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- c. Issue of a warning to you.
- d. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- e. Further legal action against you.
- f. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

ONE ACCOUNT PER PERSON AND/OR HOUSEHOLD

You agree to maintain only one account. Failure to do so will result in all accounts being terminated or suspended.

DISCLAIMER

The disclaimer is to be read and fully understood before using the Xun Energy Forum.

SAFE HARBOR DISCLOSURE

The Xun Energy Forum web site contains or incorporates by reference “forward-looking statements, including certain information with respect to plans and strategies of the Company. As such, any statements contained herein or incorporated herein by reference that are not statements of historical fact may be deemed to be forward-looking statements. Without limiting the forgoing, the words “believe(s),” “anticipate(s),” “plan(s),” “expect(s),” “project(s)” “will” “make” “told” and similar expressions are intended to identify forward-looking statements. There are a number of important factors that could cause actual events or actual results of the companies profiled herein to differ materially from those indicated by such forward-looking statements. Certain statements contained herein constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and 21E of the Exchange Act of 1934. Such statements include, without limitation, statements regarding business and financing, business trends, and future operating revenues and expenses. Although a Company may believe that the statements are reasonable, it can give no assurances that such expectations will prove to be correct. Investors are cautioned that any forward looking statements made by a company, or contained in any and/or all profile/research reports, contain no guarantee of future performance, and that the actual result may differ materially from those set forth in the forward-looking statements. Difference in results can be caused by various factors including, but not limited to, a company’s ability to be able to successfully complete planned funding agreements, to successfully market its products in competitive industries or to effectively implement its business plan or strategies information presented within this report contains “forward looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21B of the Securities Exchange Act of 1934. Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, goals, assumptions, or future events or performance are not statements of historical fact and may be “forward looking statements.” Forward looking statements are based on expectations, estimates, and projections at the time the statements are made that involve a number of risks and uncertainties which could cause actual results or events to differ materially from those presently anticipated. Forward looking statements in this action may be identified through the use of words such as “expects,” “will,” “anticipates,” “estimates,” “believes,” “may,” or by statements indicating certain actions “may,” “could,” or “might” occur. We encourage our members, users and viewers to invest carefully and review all forms of investments and read the investor information.

More information on the Company may be found at <http://www.sec.gov> and/or the National Association of Securities Dealers (NASD) at: <http://www.nasd.com>. Readers can review all public filings by companies at the SEC’s EDGAR page. The NASD has published information on how to invest carefully at its web site.

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