



## Terms of Use

Welcome to the Caspian Services Inc., website. The information provided on this website is for general informational purposes only. Please read and review these Terms of Use carefully before accessing or using this website. By accessing or using this website, you acknowledge that you have read, understood and agree to this Terms of Use Agreement. If you do not agree to the Terms of Use, you may not access or use the site. These Terms of Use may be changed in the future without further notice. Further, these terms and condition of use apply exclusively to your access to, and use of, this website and do not alter in any way the terms or conditions of any other agreement you may have with Caspian Services Inc., for services or otherwise.

- 1. Use of Website.** The information provided on this website is intended for general information only. Certain sections of this website might be intended for particular audiences including employees, customers and shareholders of Caspian Services Inc., and the general public. Your access to and use of the information contained in the website is subject to this Terms of Use Agreement. By accessing and using this Website, you accept, without limitation or qualification, this Terms of Use Agreement.
- 2. Content.** While Caspian Services Inc., (referred to as the "Company", "Caspian", or "Caspian Services") will use reasonable efforts to include accurate and up-to-date information on this website, it makes no warranties or representations of any kind as to its accuracy, currency or completeness and undertakes no obligation to keep the information contained on the website up-to-date. You agree that access to, and use of, this website and the content thereof is at your own risk. Caspian disclaims all warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. Neither Caspian Services nor any party involved in creating, producing or delivering this website shall be liable for any damages, including without limitation, direct, incidental, consequential, indirect or punitive damages, arising out of access to, use of or inability to use this website, or any errors or omissions in the content thereof. This limitation includes damages to, or for any viruses that infect, your computer equipment.
- 3. Indemnification.** You agree to indemnify, defend and hold harmless Caspian Services, its officers, directors, employees, agents, suppliers and third party partners from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms of Use.
- 4. Privacy.** Generally, you can access and browse Caspian Services' website without disclosing any personally identifiable information. Our site can use cookies and other technologies to identify users as they move through our websites. Your Web browser can be set to allow you to control whether you will accept cookies, reject cookies, or to notify you each time a cookie is sent. If during your visit to our website, you provide Caspian Services with personal information, such as your name, title, organization, address, fax number, e-mail address or telephone number, we may collect and use that personal information to provide you with services or information that you request, or to communicate with you or use it for other internal purposes. Caspian does not distribute or sell your personal information to third parties for the purpose of allowing them to market their products and services to you.
- 5. Third Party Websites and Links.** This website may contain links or references to other websites maintained by third parties over whom Caspian has no control. Such links are provided merely as a convenience. Similarly, this website may be accessed from third party links over whom Caspian has no control. Caspian makes no warranties or representations of any kind as to the accuracy, currency, or completeness of any information contained in such websites and shall have no liability for any damages or injuries of any kind arising from such content or information. Inclusion of any third party link does not imply an endorsement or recommendation by Caspian Services.
- 6. Forward Looking Statements.** This website contains forward-looking statements about Caspian Services Inc., financial and operating performance, business plans and prospects that involve substantial risks and uncertainties. Actual results could differ materially from the expectations and projections set forth in those statements. Such risks and uncertainties include, among other things, the uncertainties inherent in the company operations; competitive



developments; governmental laws and regulations affecting company business; and general economic conditions, such as interest rate and foreign currency exchange rate fluctuations as well as political risk in the area of company's operations. A further list and description of these and other risks, uncertainties and other matters can be found in our most recent Annual Report on Form 10-K and subsequent Reports on Forms 10-Q and 8-K, all of which are available at Washington or Regional offices of Security and Exchange Commission or through the SEC website [www.sec.gov](http://www.sec.gov) Caspian Services Inc., assumes no obligation to update any forward-looking statements as a result of new information or future events or developments.

7. **Non-Confidential Information.** Subject to any applicable terms and conditions set forth in a separate Confidentiality Agreement we might have with you or your company, any communication or other material that you send to us through the Internet or post on a website by electronic mail or otherwise, is and will be deemed to be non-confidential and Caspian shall have no obligation of any kind with respect to such information.
8. **Copyrights.** Except as otherwise indicated, all website materials, including but not limited to design, text, graphics, other files and the selection and arrangement thereof, are the copyright property of Caspian Services Inc, ALL RIGHTS RESERVED. You may electronically copy and print hard-copy excerpts from this website only for non-commercial personal use. Any other use of materials in this website, including for commercial use or reproduction for any purposes other than described above, modification, distribution, republication, display or performance, without the prior written consent of Caspian Services is strictly prohibited.
9. **Trademarks.** "Caspian Services", the Caspian Services logo and the products and services described in this website may include trademarks, trade names or service marks of Caspian Services. These marks may not be copied, imitated or used, in whole or in part, without Company's express prior written permission. In addition, page headers, custom graphics, button icons and scripts may be our service marks, trademarks and/or trade dress and may not be copied, imitated or used, in whole or in part, without Caspian's prior written permission.
10. **Void Where Prohibited.** Some or all information on this website may have information that is appropriate only to a particular originating country. Caspian reserves the right to limit provision of its services to any person, geographic region or jurisdiction. Any offer for any product or service made on this website is void where prohibited by applicable laws or regulations.
11. **Governing Laws.** This Terms of Use Agreement and your use of the Website shall be governed by the laws of the United States of America and the State of Utah without regard to its conflicts of laws principles. Any legal action or proceeding related to this website shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the State of Utah.
12. **Severability.** If any provision of the Terms of Use Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity or enforceability of any remaining provisions.
13. **Changes to these Terms.** Caspian reserves the right to change, modify or update these terms of use at any time without notice.