

Bell Media Website Terms and Conditions

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PRIVACY

For information on how user information is collected, used and disclosed by Bell Media in connection with your use of a Bell Media Site and any of the Services, please consult our Privacy Policy.

REGISTRATION, ACCOUNTS AND PASSWORDS

Certain of the Services and related features made available on a Bell Media Site may require registration or subscription. Should you choose to register or subscribe for any such Services or related features, you agree to provide accurate and current information about yourself as required by the relevant registration or subscription process, and to promptly update such information as necessary to ensure that it is kept accurate and complete. You agree to be responsible for: (a) maintaining the confidentiality of any passwords or other account identifiers which you choose or are assigned as a result of any registration or subscription on a Bell Media Site, and (b) all activities that occur under such password or account. Further, you agree to notify Bell Media of any unauthorized use of your password or account. Bell Media shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this Section.

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USER CONDUCT

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- * post, transmit, link to, or otherwise distribute any materials, information or content constituting, advocating or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use a Bell Media Site or any of the Services in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying a Bell Media Site, any of the Services, or the Internet;
- * defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others including, without limitation, rights relating to privacy and publicity;
- * post, transmit, link to, or otherwise distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information; or
- * post, transmit, link to, or otherwise distribute any information, materials or content (including for greater certainty, software) which contains a virus, cancelbot, trojan horse, worm or other harmful or disruptive component.

RESPONSIBILITY FOR MINORS

In cases where you have authorized a minor to use a Bell Media Site or any of the Services, you recognize that you are fully responsible for: (a) the online conduct of such minor; (b)

controlling the minor's access to and use of a Bell Media Site or any of the Services; and (c) the consequences of any misuse by the minor. You acknowledge that some of the areas of a Bell Media Site may contain material that is inappropriate for minors.

FORUMS AND CONTENT SUBMISSIONS

By uploading materials to any chat board or forum available on a Bell Media Site (collectively, "**Forums**") or otherwise submitting any materials to us through any other content generating or submitting Service on a Bell Media Site, you automatically grant (or warrant that the owner of such materials expressly grants) Bell Media a world-wide, perpetual, royalty-free, irrevocable and non-exclusive right and license to use, copy, adapt, transmit, communicate, publicly display and perform, distribute and create compilations and derivative works from such submitted materials, for the purposes of publishing and promoting such materials in connection with the Forum or other Service through which the materials were submitted or generated, and for all promotions thereof. Such license shall apply with respect to any form, media, or technology now known or later developed. In addition, you warrant that all "moral rights" in such materials have been waived.

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If you are a minor, you must have permission from your parent or guardian to upload any materials to a Forum. Bell Media may request a parent's or guardian's email address from anyone who uploads any materials to a Forum for the purpose of verifying with the parent or guardian that he/she has in fact given permission for such uploading. In the event that material is uploaded without permission, all uploaded material will be removed immediately and without notice to you.

When participating in a Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated. Bell Media cannot be responsible for the content or accuracy of any information, and will not be responsible for any reliance or decisions made based on such information. When using a Forum, you may not post, transmit, link to, or otherwise distribute any information, materials or content that do not generally pertain to the designated topic or theme of the particular Forum. Use of a Forum for commercial purposes of any kind is strictly prohibited. Please note that Bell Media reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of these Terms and Conditions.

DISCLAIMER

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) A BELL MEDIA SITE AND ANY OF THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT BELL MEDIA MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS (AS USED IN THIS SECTION, "**WARRANTIES**") OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THAT ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND (B) BELL MEDIA SPECIFICALLY MAKES NO WARRANTIES THAT A BELL MEDIA SITE OR ANY OF THE SERVICES, INCLUDING ANY CONTENT,

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Please note that Subscription Pay Services renew automatically at the end of the relevant period as set out in the applicable Pay Service Description and Fees in respect of each such renewal shall be based on the then current rate for the particular Subscription Pay Service. You may terminate your subscription at any time, which termination will only be effective at the end of your subscription period.

By registering for a Pay Service, you warrant that: (a) you are of the age of majority in the jurisdiction in which you reside, (b) all information you submit is true and correct (including without limitation all credit card information), and (c) you are the cardholder of the credit card you designated for your Pay Service Account.

In consideration of the availability, and your use, of a Pay Service, you acknowledge and agree: (a) to these Terms and Conditions, including without limitation the disclaimers, limitation of liability and provisions related to prohibited conduct set out herein as well as any terms and conditions which may be set out in the relevant Pay Service Description, (b) that you are solely responsible for all acts or omissions that occur through your Pay Service Account, (c) that the Pay Service is for your personal, non-commercial use and you agree not to resell, distribute, transfer, share or otherwise use any Pay Service, including any coupons or credits related to same for any commercial purposes whatsoever, (d) that Bell Media reserves the right to specify an expiry date for the use of any coupons or credits purchased in connection with any Pay Service, and (e) that Bell Media reserves the right to suspend or terminate your Pay Service Account and your use of a Pay Service at any time, including without limitation, where Bell Media has determined, in its sole discretion, that your use of the Pay Service is, or was, in breach of these Terms and Conditions. Any such termination by Bell Media shall be in addition to and without prejudice to such rights and remedies as may be available to Bell Media, including injunction and other equitable remedies. Your ability to use the Pay Service is also subject to any limits established by Bell Media or by your credit card issuer. If Fees cannot be charged to your credit card or your charge is returned for any reason, including chargeback, Bell Media reserves the right to either suspend or terminate your Pay Service Account and your access to the Pay Service.

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You expressly acknowledge that Bell Media has entered into this agreement, and has and will make a Bell Media Site, Content and Services available to you in reliance upon the

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ARBITRATION AND ACTIONS

Except where prohibited by applicable law, any controversy, claim or dispute arising out of or relating to these Terms and Conditions, your use of any Bell Media Site or Service or the relationship which results from these Terms and Conditions, including without limitation, the performance, breach, enforcement, existence or validity of the matters provided for in these Terms and Conditions which cannot be amicably resolved, even if only one of the parties declares that there is a difference (collectively, a "**Claim**"), will be referred to and finally settled (to the exclusion of the courts) by private and confidential binding arbitration before a single arbitrator held in Toronto, Ontario in English and governed by Ontario law pursuant to the *Arbitration Act, 1991* (Ontario), as amended, replaced or re-enacted from time to time. The arbitrator shall be a person who is legally trained and who has experience in the information technology field in Canada and is independent of either party. Any such Claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim, controversy or dispute of any other party. You agree to waive any right you may have to commence or participate in any class action against us related to any Claim and, where applicable, you also agree to opt out of any class proceedings against us. Notwithstanding the foregoing, we reserve the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

TERMINATION

You acknowledge and agree that Bell Media, in its sole and absolute discretion, may, without notice to you, suspend or terminate your account or your use of, or access to, a Bell Media Site or any of the Services, and remove and discard any information or content related to a Bell Media Site or any of the Services (and your use thereof), for any reason, including where Bell Media believes that you have violated any of these Terms and Conditions. You further agree that Bell Media shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with a Bell Media Site or any of the Services or with any terms, conditions, rules, policies, guidelines, or practices of Bell Media in operating a Bell Media Site or any of the Services, your sole and exclusive remedy is to discontinue using a Bell Media Site or any of the Services.

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