

TERMS OF USE

Welcome to www.edmontonoilers.com, the official website of the Edmonton Oilers Hockey Club (the "Website").

THE FOLLOWING DESCRIBES THE TERMS, AS AMENDED FROM TIME TO TIME, UNDER WHICH YOU MAY ACCESS AND USE THE WEBSITE ("AGREEMENT"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING OR ACCESSING THE WEBSITE. BY ACCESSING THE WEBSITE YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT YOU MAY NOT ACCESS OR USE THE WEBSITE. Your use of or access to the Website is also subject to all applicable laws and regulations. EDMONTONOILERS.COM's personal information and privacy practices are set out in our Privacy Policy, which is available through a link on www.edmontonoilers.com. You are encouraged to read it.

This Agreement may not otherwise be amended. This Agreement was last modified on October 7, 2004.

We hope you have fun with www.edmontonoilers.com!

A. TERMS OF USE

EDMONTONOILERS.COM may amend this Agreement at any time by posting a new agreement in its place. Please check this Agreement periodically for changes. EDMONTONOILERS.COM will post notice that the Agreement has been amended on the Website located at www.edmontonoilers.com for a period of 14 days. The amended Agreement will automatically be effective when posted. Your continued use of the Website following the posting of the amended Agreement and notice shall mean that you accept the terms of this Agreement as amended. If you do not agree with any of the terms of the amended Agreement then you must terminate all use of the Website and Services. This Agreement may not otherwise be amended.

B. SERVICES

EDMONTONOILERS.COM provides certain services (the "Services") on the Website and reserves the right to modify or discontinue the Services. You agree that EDMONTONOILERS.COM will not be liable for any delay or unavailability of any of the Website or Services, whether due to an act or omission of EDMONTONOILERS.COM or an act or omission of any third party.

If you are dissatisfied with any part of the Services, please contact us at webmaster@emontonoilers.com and we will look into the issue.

C. ACCESS

In order to access and use any of the Website and/or Services you agree to abide by these Terms of Use. Any other access or use shall constitute a trespass on EDMONTONOILERS.COM's computer systems, shall constitute an infringement of EDMONTONOILERS.COM's intellectual property and an unlawful use of EDMONTONOILERS.COM's assets.

Certain portions of the Website and/or Services may require you to have an account. This may require you to provide some personal information to EDMONTONOILERS.COM. If you use those portions you agree to (a) provide true, accurate, current and complete information about yourself as requested and (b) promptly update this information as required to keep it true, accurate, current and complete. Certain portions of the Website and/or Services may have additional terms and conditions that apply to the access or use of those portions of the Website and/or Services

D. USER ACCOUNT, PASSWORD, AND SECURITY

You may receive a user ID and password upon completing a registration process for use of some or all of the Services. Users are entirely responsible for maintaining the confidentiality of their user ID and password. Furthermore, users are entirely responsible for any and all activities, which occur under their user ID and password. You agree to immediately notify EDMONTONOILERS.COM of any unauthorized use of your user ID or any other breach of security known to you. EDMONTONOILERS.COM cannot and will not be liable for any loss or damage arising from your failure to comply with this Section D.

E. THIRD PARTY MATERIALS AND EXTERNAL LINKS

The Website and/or the Services may provide, or third parties may provide, links to other World Wide Web sites or resources. EDMONTOILERS.COM has no control over such sites and resources; accordingly, you acknowledge and agree that EDMONTOILERS.COM is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources. You further acknowledge and agree that EDMONTOILERS.COM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

F. INTELLECTUAL PROPERTY

EDMONTOILERS.COM has certain protectable proprietary rights in its software and Website, including copyrights and trademarks. You may not modify, copy, publish, republish, transmit, sell, create derivative works, display or in any way exploit any Services or any content contained on the Website except to use the Services and view the Website for personal use only.

G. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES AND WEBSITE IS AT YOUR SOLE RISK. THE SERVICES AND WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EDMONTOILERS.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT ARE IMPLIED BY LAW. EDMONTOILERS.COM MAKES NO WARRANTY THAT THE WEBSITE OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE USE OF THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; EDMONTOILERS.COM MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR WEBSITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEBSITE OR SERVICES OR THAT DEFECTS WILL BE CORRECTED.

H. LIMITATION OF LIABILITY

EDMONTOILERS.COM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE WEBSITE OR SERVICES, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO OR THROUGH THE SERVICES OR WEBSITE OR RESULTING FROM UNAUTHORIZED ACCESS TO, OR ALTERATION OF USER'S TRANSMISSIONS OR DATA, EVEN IF EDMONTOILERS.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

I. USER CONDUCT

- (a) You are solely responsible for the content of your transmissions through the Services. Your use of the Services is subject to all applicable federal, provincial, state, municipal, international and local laws and regulations.
- (b) You agree not to use the Services for illegal purposes.
- (c) You agree not to transmit through the Website or Services any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, pornographic or otherwise objectionable material of any kind or nature.
- (d) You agree not to transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable federal, provincial, state, municipal, international and local law and/or regulation.

- (e) You agree not to use the Website or the Services to commit any dishonest act, act of fraud or any act which infringes any third party rights including the right of privacy.
- (f) Attempts to gain unauthorized access to any computer system are prohibited.
- (g) You agree not to use any spider, robot or other automatic means to search or monitor the content of the Services or Website. You also agree not to use any automatic means, including software, to interfere with or attempt to interfere with EDMONTOILERS.COM's software or Website or their use by any other user. You agree not to cause any unreasonable burden or load on EDMONTOILERS.COM's software or its computer systems.

J. USER MESSAGES

EDMONTOILERS.COM may make available to you the ability to submit information to the Website. You agree that all of your submissions will be accurate, truthful and in compliance with this Agreement.

All submissions may be subject to review by EDMONTOILERS.COM prior to the information being posted to the Website. EDMONTOILERS.COM may refuse to post any information or link and may remove the same for any reason, in its sole discretion.

EDMONTOILERS.COM's posting of any information or link does not mean that EDMONTOILERS.COM agrees that the information complies with this Agreement or that EDMONTOILERS.COM agrees with the content of the information.

While EDMONTOILERS.COM may review each submission, it does not thoroughly review the information or the third party materials that a link submitted to the Website may resolve to. Further, the information may become incorrect or a third party website may change from time to time. Notwithstanding EDMONTOILERS.COM's review, EDMONTOILERS.COM shall have no liability to you for any reliance that you make on any third party information posted to the Website. Further, you agree to indemnify EDMONTOILERS.COM and other users for any loss or damage that EDMONTOILERS.COM or any user may suffer as a result of the posting of any information or link that you submit.

With respect to any messages, information, data, graphics, photographs, images, creative ideas, concepts, know-how, techniques, suggestions or improvements or other content that you transmit, submit, post or upload to the Website and/or in connection with any of the Services (each, a "Message"), you are, by transmitting or uploading such Message, granting EDMONTOILERS.COM a perpetual, royalty-free, sub-licensable, non-exclusive, worldwide and irrevocable right and license to use, reproduce, modify, publish, translate, prepare derivative works based upon, and distribute such Message for any purpose and in any form. This license is granted automatically and no payment of any kind will be due to you. By submitting any such Message you are thereby representing and warranting that you have the right to submit the same and the right to grant the license set out above. At times, EDMONTOILERS.COM may solicit Messages from users. Your provision of any such Messages in response to a solicitation by EDMONTOILERS.COM shall be subject to a grant of a license to EDMONTOILERS.COM as specified herein.

K. ADVERTISERS AND VENDORS

Your correspondence or business dealings with, or participation in promotions of, third party advertisers and vendors found on or through the Services or the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser and/or vendor. You agree that EDMONTOILERS.COM shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or vendors on the Website or in connection with the Services. All of your business dealings with third party vendors and advertisers appearing on the Website or in connection with the Services, including the EDMONTOILERS.COM Store, shall be at your sole risk.

L. INDEMNIFICATION

You agree to indemnify and hold EDMONTONOILERS.COM and any of its parents, partners, subsidiaries, affiliates, directors, partnerships, principals, governors, representatives, agents, officers and employees, successors and assigns, harmless from any third party claim or demand, including all legal fees on a solicitor and his own client basis, due to or arising out of your use of the Services or Website, the violation of these Terms of Use by you, or the infringement by you of any intellectual property or other right of any person or entity or other user. You shall be responsible for all activities conducted using your computer, User ID or password.

M. TERMINATION

EDMONTONOILERS.COM retains the right, at EDMONTONOILERS.COM's sole discretion, to determine whether or not your conduct is consistent with the letter and spirit of these Terms of Use. EDMONTONOILERS.COM reserves the right, based on its sole discretion, to suspend or terminate your registration or to suspend or terminate current or future access and use of the Website and/or Services if your conduct is found to be inconsistent with these Terms of Use.

Should you object to any of these Terms of Use or any subsequent modifications thereto or become dissatisfied with the Services or Website in any way, your only recourse is to immediately: (1) discontinue use of the Services and Website and; (2) terminate any registration and/or membership relating to the Services if any.

Notwithstanding the termination of this Agreement for any reason, the provisions of this Agreement relating to intellectual property, warranty disclaimer, limited liability, indemnity and governing law shall survive such termination.

N. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you, the user, and EDMONTONOILERS.COM, and supersedes all prior agreements between the parties, regarding the subject matter contained herein and there are no statements, representations, warranties, undertakings or agreements, written or oral, express or implied, between the parties hereto except as herein set forth.

O. NO WAIVER

EDMONTONOILERS.COM's failure to insist upon, exercise or enforce any rights or provisions of these Terms of Use shall not be construed as a waiver of such right or provision of the same or different type in the future.

P. GOVERNING LAW

These Terms of Use, the relationship between you and EDMONTONOILERS.COM and your use of the Website and Services and the resolution of any dispute arising between the parties shall be governed by and construed in accordance with the laws of the Province of Alberta and those of Canada applicable therein, without reference to their conflicts of laws. You and EDMONTONOILERS.COM agree to submit to the exclusive jurisdiction of the courts of the Province of Alberta to hear all matters arising in relation to the Website, the Services or this Agreement. Notwithstanding the forgoing, either party may apply to any court of competent jurisdiction for injunctive relief and other equitable remedies.

Q. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

R. HEADINGS

Headings are for reference purposes only and shall not be used in the interpretation of this Agreement.