

## **TERMS AND CONDITIONS OF USE**

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Your use of the Rogers Media Site and Content must comply with these Terms, all applicable laws and all applicable Rogers' policies. Without limitation, you may not use the Rogers Media Sites to directly or indirectly:

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- (b) "stalk" or otherwise harass another person;
- (c) harm minors;
- (d) unlawfully promote or incite hatred; or
- (e) impersonate any person or entity, including, but not limited to a Rogers official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.

### **4. RESPONSIBILITY FOR MINORS**

In cases where you have authorized a minor to use the Rogers Media Sites, you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of the Rogers Media Sites; and (iii) the consequences of any misuse by the minor. You acknowledge that some of the areas of the Rogers Media Sites may contain material that is inappropriate for minors.

### **5. UPLOADED CONTENT**

#### **5.1 *Grant of Rights***

With respect to Content that you upload, post, transmit, distribute or otherwise disseminate or make available on or through the Rogers Media Sites (your "Contributions"), you irrevocably grant us the world-wide, perpetual, royalty-free, non-exclusive, sub-licensable and transferable right and license (without obligation) to use, distribute, reproduce, encode, modify, adapt, edit, display, exhibit, publish, translate, publicly perform, communicate, publicly display your Contributions and to incorporate them into other derivative works or compilations, in any format and through any media channel, whether now known or hereafter invented, including, without limitation, by way of the Rogers Media Sites. Subject to the rights expressly granted to us, you retain ownership of the copyright in your Contributions.

## 5.2 *Moral Rights Waiver*

You irrevocably waive your moral rights with respect to your Contributions in connection with our exploitation of the rights granted to us in these Terms.

## 5.3 *Prohibited Content*

You agree not to upload, post, transmit, distribute or otherwise disseminate or make available on or through the Rogers Media Sites any Content that:

- (a) is copyrighted, protected by trade secret or otherwise subject to third party proprietary or contractual rights, including privacy and personality/publicity rights, unless you are the owner of such rights or have written permission from the rightful owner to post the Content and to grant us all of the rights granted herein;
- (b) is obscene, profane, defamatory, libelous, slanderous, fraudulent, deceptive, threatening, intimidating, pornographic, harassing, abusive, hateful, racially or ethnically offensive, encourages or assists conduct that would constitute a criminal offence, could result in civil liability, or is otherwise objectionable, offensive, inappropriate or unlawful;
- (c) implies or suggests endorsement by Us;
- (d) in the case of audio or video Content, is greater than (10) minutes in duration;
- (e) contains viruses, corrupted files, or any other similar software or programs that may damage the operation of our computer systems or those of any user;
- (f) contains advertising, a solicitation of funds or a solicitation for goods or services; or
- (g) otherwise violates these Terms or any applicable municipal, provincial, federal or international law, order or regulation.

## 5.4 *Third Party Clearances*

You represent and warrant that you own or have secured all necessary licenses, rights, consents and permissions to use, and to authorize us to use, any trade-marks, copyrighted material or other intellectual property and/or proprietary material contained in your Contributions, and that you have the written consent, release and/or permission of every identifiable individual person appearing or referenced in your Contributions to use his/her name and/or likeness.

## 5.5 *Removal of Content*

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## 5.6 *Responsibility for Uploaded Content*

You will be solely responsible for any Content that you make available through the Rogers Media Sites and any liability resulting from its use as contemplated in these Terms. You will also be liable for any costs, losses or damage resulting, directly or indirectly, from your making any Content available on or through the Rogers Media Sites.

## 5.7 *Postings Non-Confidential*

Any communications, comments, ideas or concepts that you post to the Rogers Media Sites will be treated as non-confidential and non-proprietary. You agree that Rogers and its affiliates are free to use any ideas, concepts, know-how or techniques that you send us for any purpose.

## 6. **THIRD PARTY CONTENT**

### 6.1 *Third Party Content*

You acknowledge that despite the prohibitions above, Content posted on the Rogers Media Sites by other end users may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services and links to other web sites. We do not have control over Content provided by third parties and assume no responsibility or liability for such Content. Content you access, transmit or download using the Rogers Media Sites is accessed, transmitted and downloaded at your own risk.

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## 7. **LINKING AND FRAMING**

Unless otherwise agreed to in writing by us, you may only provide a hypertext link to a Rogers Media Site on another web site, provided that (a) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our names and trade-marks; (b) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by us; (c) the link, when activated by a user, must display the respective Rogers Media Site's full-screen and not within a "frame" and not surrounded or obfuscated by any third party content, materials or branding on the linked web site; (d) such link shall open in a new

browser window and shall link to the full version of an HTML formatted page of this Rogers Media Site; and (e) we reserve the right to revoke our consent to the link and remove the link at any time in our sole discretion.

## **8. SECURITY**

You may be issued a unique user name and password to access portions of the Rogers Media Sites. You are solely responsible for protecting your user name and password. We are not liable for any claims, losses, actions, damages, suits or proceedings relating to the sharing of your user name and password with others. You agree to notify Rogers immediately after you become aware of any unauthorized use of your user name and password, and to take such reasonable steps as are necessary to prevent any reoccurrence of such event.

## **9. TERMINATION**

These Terms shall continue indefinitely until terminated by us pursuant to the provisions hereof or in accordance with applicable law. We may discontinue or terminate your access to a Rogers Media Site or any portion of a Rogers Media Site at any time without notice to you. Our discontinuance of a Rogers Media Site or any portion of a Rogers Media Site may result in the removal or deletion of Content made available by you. You are responsible for maintaining any required back up copies of such Content. Rogers will not be liable to you with respect to its deletion of any Content.

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### **14. INDEMNIFICATION**

To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless Rogers, its affiliates, licensors and related companies and each of their respective directors, officers, employees, consultants and agents from and against all claims, liability and expenses, including all legal fees and costs arising out of: (a) your breach of any provision of these Terms; or (b) your use of the Rogers Media Sites, the

Content contained in the Rogers Media Sites and the placement or transmission of any Content on the Rogers Media Sites made by you or others using your user name and password. Rogers reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will co-operate as fully as reasonably required in the defense of any claim.

## **15. PRIVACY**

Our collection, use and disclosure of personal information in connection with the Rogers Media Sites is governed by our Privacy Policy, which is posted at <http://www.rogerspublishing.ca/privacy.htm>. Personal information collected in connection with the Rogers Media Sites may be stored and processed in or outside Canada and may be subject to the laws of other jurisdictions.

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16.1 If you are dissatisfied with the Rogers Media Sites or with these Terms, your sole and exclusive remedy is to discontinue using the Rogers Media Sites.

16.2 Rogers reserves the right to seek all remedies available at law and in equity for violations of these Terms, including the right to block access from a particular IP address to the Rogers Media Sites or any part thereof.

## **17. CONTACT**

To contact Rogers in connection with these Terms or the Rogers Media Sites, send an e-mail to [webmedia@rci.rogers.com](mailto:webmedia@rci.rogers.com) or write to Rogers Media Web Customer Care, One Mount Pleasant Road, 8th Floor, Toronto, ON M4Y 2Y5.

## **18. MISCELLANEOUS TERMS**

Any disputes arising hereunder shall be governed exclusively by the laws of the province of Ontario and the laws of Canada applicable therein, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Ontario and/or the Federal Court of Canada in Ontario, or any other judicial district or jurisdiction as Rogers may determine in any and all actions, disputes or controversies relating hereto. These Terms and any rules, policies, guidelines or other agreements posted on the Rogers Media Sites by Rogers constitute the entire agreement between Rogers and you with respect to your use of the Rogers Media Sites. No waiver by either Rogers or you of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provisions contained herein shall be determined to be void, invalid or otherwise enforceable by a court of competent jurisdiction, then that provision shall be deemed severable from these Terms and such determination shall not affect the remaining provisions contained herein.