

Rogers™ NHL LIVE™ Terms of Service

1. INTRODUCTION

Welcome to Rogers NHL LIVE™, a video streaming service (the “**Service**”) provided by or on behalf of Rogers Media Inc. and its affiliates (collectively, “**us**”, “**we**”, “**our**” or “**Rogers**”). The Service offers streaming of live and on-demand NHL games, replays, highlights and other video and audio footage, along with social sharing, photographs, statistics and other NHL-related content (“**Content**”) available to you from time to time through <https://gamecentre.live.rogers.com>, <http://gamecenterlive.nhl.com> or any software application that you have downloaded (“**Software**”) to view the Content (each, a “**Site**”). “**You**” and “**your**” means, as applicable, you and every person who uses the Service through your account. Please read these terms of service (“**Terms**”) carefully before you use a Site. By using any Site, you agree to abide by these Terms and any applicable terms of service, policies, guidelines and rules of the National Hockey League (collectively, “**NHL Terms**”). If you don’t agree to comply with these Terms, then you may not use any Site. In these Terms, “**residents of Québec**” means residents of Québec to whom the Consumer Protection Act (Québec) applies in connection with the use of a Site and the Service.

2. AVAILABILITY AND ACCESS

(a) **Availability.** The Service is only available to users of a Site who have (i) registered for the Service (“**Registered User**”), and (ii) have agreed to pay to use the Service on a subscription basis in order to access certain Content (“**Subscription Content**”) or have been given access to Subscription Content by subscribing to certain services offered by Rogers Communications Canada Inc., although limited portions of the Service are available to users that don’t satisfy both (i) and (ii). Even if you are a Registered User, you will not be able to view Content when you are in certain countries. For a full list of those countries, see <https://gamecentre.live.rogers.com/en/support>.

(b) **Access.** Not all aspects of the Service, including, without limitation, certain Content viewing and access to high-quality video, will be available to you unless the applicable personal computer, gaming device, tablet device, mobile device or other digital device (each, a “**Digital Device**”) you use to access the Service and your Internet connection satisfy the Service’s minimum technical requirements available at <https://gamecentre.live.rogers.com/en/support>. We may change these requirements from time to time at our sole discretion. Unless we specify otherwise, you are solely responsible for updating or maintaining your Digital Device and Internet connection as necessary to meet these requirements. Since the Service is transmitted over the Internet, you may experience, from time to time, video and/or audio dropouts, rebuffering or loss of connection. You are responsible for any data/roaming usage and charges you incur to access the Service through an Internet connection.

(c) **Blackouts.** Some Subscription Content on a Site will be blacked out and not available to you, based on where you live, the television services that you may or may not subscribe to and/or where you are located at the time you attempt to view that Subscription Content. Any attempt to tamper with or circumvent a blackout restriction is a breach of these Terms resulting in termination of the Service in accordance with subsection 14(a). For a full list of blackouts and/or blackout rules, see <https://gamecentre.live.rogers.com/en/support>. Content subject to blackouts may change from time-to-time based on changes to the NHL game schedule.

3. REGISTRATION

To obtain access to the Subscription Content, you will be required to become a Registered User by registering for a MyRogers™ account, although you may be considered a Registered User on certain Sites that allow you to access the Subscription Content using other credentials. You agree that any information you supply to become a Registered User will be accurate and complete and that you will not register under the name of, nor attempt to use the Service under the name of, another person. You agree to promptly update any information necessary to ensure that your registration is kept accurate, current and complete. If you have a MyRogers account, you will be responsible for preserving the confidentiality of your MyRogers account password and will notify us immediately of any known or suspected unauthorized use of your MyRogers account and agree to take any reasonable steps necessary to prevent any reoccurrence. You may be held liable for any loss or damage incurred by Rogers or any other user or visitor to a Site due to another party using your MyRogers account.

4. MODIFICATIONS

- (a) **General.** We may modify these Terms at any time at our sole discretion and any modifications will become effective immediately upon posting to a Site. You agree to review these Terms regularly for updates by checking the date below. Your continued use of a Site after any modifications are posted will constitute acceptance of those modifications.
- (b) **Registered Users.** If you are a Registered User, then we may modify these Terms or change any aspect of the Service at any time, upon no less than **30** days' prior written notice to you. If you do not accept any modification to these Terms or change to the Service, then your sole remedy is to terminate these Terms by no longer using any Site and the Service by sending us a notice to that effect no later than **30** days after the modification or change takes effect.

5. PRIVACY

Rogers respects the privacy of our visitors to and users of a Site. Our collection, use and disclosure of personal information in connection with a Site are governed by the Rogers Media Privacy FAQ located at <http://www.rogerspublishing.ca/privacy.shtml>. Personal information collected in connection with a Site may be stored and processed in or outside Canada and may be subject to the laws of other jurisdictions.

Rogers will share your information with the NHL in connection with your use and payment of the Service as well as to identify you and your subscription.

6. SUBSCRIPTION CONTENT

The following additional terms apply to Subscription Content that you subscribe to directly through Rogers. If you subscribe to Subscription Content through a third party, then you will need to check with that third party for any additional terms that may apply.

- (a) **Pricing.** All prices listed on a Site for the Service are in Canadian dollars. Prices and availability of Subscription Content are subject to change at any time.
- (b) **Agreement to Pay.** You agree to pay for all Subscription Content subscribed through your account. Payment must be made using a valid credit card (Visa, MasterCard or American Express) or by charging your purchase to your Rogers bill. If paying by credit card, you authorize us to

charge the credit card that you provide to us the amount representing the price of the Subscription Content that you ordered (plus applicable taxes), which may be a single payment or on a monthly basis, as indicated when you subscribe. If you have pre-authorized payments of Subscription Content on your credit card, you agree to promptly update any information necessary to ensure that the payments are processed and acknowledge that you may not be able to access the Subscription Content if you fail to do so. If your Subscription Content includes a free trial, then you acknowledge that your credit card will be authorized for up to the amount representing the price of the Subscription Content during the free trial, however, your credit card will not be charged until after the end of the free trial. In the event of a credit card chargeback, the Subscription Content will not be accessible until resolution of the chargeback and there will be no refund for the period that your Subscription Content is inaccessible. If charging your subscription to your Rogers bill, your purchase will be governed by the Rogers Terms of Service.

- (c) **Additional Terms.** Additional terms and conditions applicable to Subscription Content ("**Subscription Terms**"), including, without limitation, the length of the subscription period and any automatic renewals, will be presented to you prior to subscribing. If you subscribe to Subscription Content, then any applicable Subscription Terms will form part of our agreement with you.
- (d) **Subscription Confirmation.** Once you have subscribed to Subscription Content, you will receive an email confirmation. Please keep this email as it is your receipt for your subscription and includes your confirmation number and any applicable Subscription Terms.
- (e) **Automatic Renewals.** You may choose, at the time you subscribe to Subscription Content, for your subscription period to automatically renew. If so, you agree to pay for that renewal in accordance with subsection 6(b). Before the renewal date, we will notify you of the amount and effective date of the renewal and you will be given the opportunity to cancel your subscription by a prescribed deadline **Unless you notify us by that deadline that you wish to cancel any automatically renewing Subscription Content, you understand your subscription will automatically renew and you authorize us (without further notice to you) to charge the renewal subscription price (plus applicable taxes) to your credit card or Rogers bill.**
- (f) **Trial Period.** You may cancel your subscription to Subscription Content within 5 days from the date that you first access Subscription Content or from the effective date of any automatic renewal and receive a full refund of the subscription price, by notifying us through one of the contact options specified at Section 19. If you subscribe to Subscription Content again after cancelling, we may deny any further cancellation requests under this subsection made within a single NHL season.
- (g) **Refunds.** Subject to subsection 6(f), all Subscription Content sales are final: there are no refunds, exchanges or credits for any reason.

7. SOFTWARE

For Software that you have downloaded from Rogers related to the use of the Service:

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a) **Licence.** Rogers grants to you a limited, non-exclusive, non-transferable, no-fee, revocable licence to install and use one copy of the executable code of the Software on each Digital Device that is connected to the Service. All other rights are reserved to Rogers, its licensors or suppliers.

(b) **Restrictions.** You acknowledge and agree that you have been granted a licence and not a transfer of ownership in the Software. You may not:

- (i) Rent, lease, sell, sublicense, assign, distribute or otherwise transfer any portion of the Software or use it for any purpose other than in association with the Service;
- (ii) Reverse engineer, decompile or disassemble any portion of the Software, except and only to the extent that this limitation is expressly prohibited by applicable law;
- (iii) Copy, modify, alter or tamper with the Software (including without limitation the removal of any copyright or other proprietary notices from the Software) or create any derivative works of the Software; or
- (iv) Attempt to defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms.

(c) **Data Maintenance, Support, and Software Updates/Changes (if applicable).**

- (i) Rogers may elect to provide you with customer support and/or Software upgrades, enhancements or modifications (collectively, “**Support**”), in its sole discretion, and may terminate this Support at any time without notice to you.
- (ii) Rogers may, without notice or liability, collect non-personal information regarding your Digital Device(s), hardware and software during the installation and/or use of the Software.
- (iii) Rogers may change, suspend or discontinue any aspect of the Software at any time, including the availability of any Software feature, database, or content.
- (iv) Rogers may impose limits on certain features and services or restrict your access to parts or all of the Software or the Service without notice or liability.
- (v) Rogers, its licensors and other third party suppliers reserve the right to delete data from their servers, or prevent access to their servers or to change data categories for any reason that Rogers or third parties deem sufficient in their sole discretion at any time, without notice.
- (vi) Nothing in these Terms imposes upon Rogers or Rogers' licensors any obligation to provide you with new, enhanced or additional Support at any time.
- (vii) Rogers may connect remotely to and run scripts on your Digital Device(s). As part of remote Support, Rogers and its agents will have full access to your Digital Device(s).

(d) **Multiple Users.** You agree to cause all persons who use the Software through your Digital Device(s) to observe and comply with the Terms respecting that use. You further agree that you are

solely responsible and liable for any and all breaches of the Terms, whether the breach is the result of use of the Software by you or by any other user of your Digital Device(s).

8. OWNERSHIP AND COPYRIGHT

Except for the limited rights explicitly granted to you under these Terms, all right, title, interest and intellectual property rights in and to: (i) the Service and any Site and each component thereof; and (ii) any Content available through the Service and any Site, are the property of their respective owners and are protected by applicable trademark, copyright and/or other intellectual property laws and treaties.

Without limiting the generality of the foregoing, you do not acquire any ownership rights in the Content as a result of accessing it. You agree to abide by all copyright notices, information and restrictions contained in or displayed with the Content. These Terms do not grant you any licence or other rights in connection with any trademarks or logos appearing on any Site. You may not use any trademark or service mark appearing on any Site without the prior written consent of the rightful owner. Rogers will aggressively enforce our intellectual property rights to the fullest extent permitted by law, and that owners of any other intellectual property rights may also do so against you personally.

9. OTHER CONTENTS AND LINKS

Rogers is not responsible for, and cannot guarantee the performance of, any products and services provided by any advertisers or others to whose sites we link. Unless otherwise indicated, those sites have been independently developed by third parties. A link to another site is not an endorsement of that site (nor of any product, service or other material offered on that site) by Rogers or its Content providers or licensors. Any dealings you have with advertisers found while using the Service are between you and the advertiser. You acknowledge and agree that Rogers is not responsible or liable to you for any content or other materials hosted and served from any website other than a Site.

10. CONTENT USAGE RESTRICTIONS

(a) **General.** The Service and the Content are for your personal, non-commercial use, entertainment and enjoyment. You may not reproduce, duplicate, copy, translate, broadcast, publicly display, sell, transmit, retransmit, license, sub-license, publish or modify any of the Service or the Content without the prior written consent of the owner. Unless otherwise permitted through a Site, you may not distribute copies of Content or materials found on a Site in any form (including by email or other electronic means), without the prior written consent of the owner. Of course, you may encourage others to access the information themselves on a Site and to tell them how to find it.

(b) **Links.** We welcome links to the homepage of a Site. You may only establish a hypertext link to the homepage of a Site if: (i) the link does not state or imply any affiliation, connection, sponsorship, or approval of your site by Rogers or create the false appearance that an entity is associated with or sponsored by us, and (ii) the appearance, position and other aspects of the link does not damage or dilute the goodwill associated with us or our trademarks. We do not permit framing or inline linking to a Site or any portion of it.

11. SUBMISSIONS AND POSTINGS

For any content that you upload, post, transmit, distribute or otherwise make available for inclusion on a Site (your "**Contributions**"), you must be, or have first obtained permission from, the rightful

owner of Contributions that you post. You acknowledge and agree that any of your Contributions will be treated as non-confidential and non-proprietary. By submitting your Contributions, you represent and warrant that: (i) you own those Contributions or otherwise have the right to grant, and do grant, to Rogers the world-wide, royalty-free, non-exclusive, perpetual, irrevocable, fully sublicensable and transferable licence to use, distribute, reproduce, modify, compress, adapt, publish, translate, communicate, publicly perform and publicly display your Contributions, and to incorporate them into other works in any format or medium now known or later developed; and (ii) you waive all moral rights in those Contributions. We have the right, but not the obligation, to monitor or investigate any of your Contributions posted to a Site. We may also access or preserve your Contributions to comply with legal process in Canada or foreign jurisdictions, operate the Service, ensure compliance with these Terms or any policies, or protect ourselves, our customers or the public. We may, without notice or liability, move, remove, edit, delete or refuse to post any of your Contributions, in whole or in part, that we decide in our sole discretion is unacceptable, undesirable or in violation of any law, these Terms or our Acceptable Use Policy. Rogers will not be liable to you for our deletion of any of your Contributions.

12. PROHIBITED ACTIVITIES

Your use of a Site, the Service and the Content and any of your Contributions to a Site must comply with these Terms, all applicable laws and our Acceptable Use Policy, which accompanies these Terms and is available at <http://www.rogers.com/terms>. For greater certainty, the term “**Services**” in our Acceptable Use Policy includes the Service.

13. RESPONSIBILITY FOR MINORS

You must be of the age of majority in the province in which you reside in order to be a Registered User. If you have authorized a minor to use a Site or the Service, then you agree to be fully responsible for: (i) controlling the minor’s access to and use of that Site or the Service; and (ii) the consequences of any misuse by the minor. You acknowledge that some of the areas of a Site and some of the Content may include material that is inappropriate for minors.

14. SUSPENSION AND TERMINATION

(a) **By Rogers.** Rogers may at any time, without notice to you, restrict, block, suspend or terminate any or all of your use of a Site (or any portion thereof), the Service or your account if you fail to comply in full with any of these Terms or any other terms, agreements, or policies (including, without limitation, our Acceptable Use Policy) that apply to a Site and the use of it. Any termination will not relieve you of any obligation to pay fees accrued prior to termination.

(b) **Of the Service.** Subject to subsection 14(c), Rogers may at any time, without notice or liability, refund, suspend or discontinue the Service (or any portion of it). Your right or liability to use Software will terminate automatically if the Service with which the Software is used is terminated or expired. Upon termination of your right to use Software for any reason, you must delete the Software.

(c) **Subscription Content.** If you subscribe to the Service directly through Rogers, then Rogers may discontinue any Subscription Content that you subscribe to upon no less than **30 days’** (if you are a resident of Québec, **60 days’**) advance written notice to you. Unless otherwise set out in any applicable Subscription Terms, you may terminate your recurring subscription to Subscription

Content at any time by notifying us through one of the contact options specified at Section 19. **Not applicable to residents of Québec:** That termination (including your loss of access to the terminated Subscription Content) will be effective as of the end of the last subscription period for which you have already paid. **Applicable only to residents of Québec:** That termination (including your loss of access to the terminated Subscription Content) will be effective as of the date you notify us or a future date that you request (if applicable), whichever is later. You will be refunded for the portion of that subscription period not completed as of the termination date.

If you subscribe to the Service through a third party, then any cancellation of Service described in this subsection will be governed by the terms of service of that third party.

15. INDEMNIFICATION

To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless Rogers and its affiliates, licensors, suppliers and agents (and each of their respective directors, officers, employees, shareholders and representatives) (collectively, the "Rogers Parties") from and against all claims, liability, losses, actions, proceedings, suits, damages, settlements, penalties, fines, costs and expenses, including all reasonable legal fees and other litigation expenses, arising out of: (i) your breach of any provision of these Terms or our Acceptable Use Policy; (ii) your use or misuse of a Site or the Content and the placement or transmission of your Contributions on a Site made by you or others using your account; (iii) your use of or inability to use any Software; or (iv) any violation, alleged violation or misappropriation of any intellectual property right or non-proprietary right of a third party. Rogers may, in its sole discretion and at its own expense, assume the exclusive defence and control of any matter otherwise subject to indemnification by you. You will co-operate as fully as reasonably required in the defence of any claim. Your indemnification shall survive any termination of your right to use a Site and the Service.

16. NO WARRANTIES

All Sites, the Service and all Content, material, information or postings found on or accessed through a Site, are provided on an "as is" basis. To the maximum extent permitted by applicable law, the Rogers Parties expressly disclaim any and all representations, warranties and conditions, express and implied, including, without limitation, any and all representations and warranties of title and non-infringement, and all implied warranties and conditions of merchantable quality, fitness for any particular purpose, suitability for any particular purpose, and any representations, warranties or conditions arising from any course of dealing or usage of trade, for a Site, the Service or the Content contained in or accessed through a Site. To the maximum extent permitted by applicable law, none of the Rogers Parties makes any representations or warranties as to the performance, availability, accuracy, timeliness, reliability, secure operation, truthfulness or completeness of a Site, the Service or the Content contained in or accessed through a Site, including, without limitation, the contents, transmission or delivery of any Content, information, material, or posting found on a Site, any services provided through a Site (including the Service), or any links to other sites made available on a Site or the content contained on those site(s), or, for Software, the operation of the Software or any feature of the Software. To the maximum extent permitted by applicable law, none of the Rogers Parties makes any representations or warranties that a Site or access to and use of a Site will be continuous, accurate, uninterrupted, error-free, or free from defects, viruses or other harmful codes or components. For Software, to the maximum extent permitted

by applicable law, all representations, warranties and conditions of any kind, express or implied, are excluded including any related to completeness of response, results and workmanlike effort for the Software. You expressly agree that use of a Site and the Service are at your sole risk.

Information provided on a Site may contain references or cross-references to Rogers products and services that are not available in your local area and Rogers makes no representations or warranties as to the availability of those products and services in your local area and any references do not imply that Rogers intends to provide those products or services in your local area. Rogers recommends that you consult with your nearest Rogers location for information regarding the products and services which may be available to you in your local area.

17. LIMITATIONS OF LIABILITY

(a) Not applicable to residents of Québec: To the maximum extent permitted by applicable law, under no circumstances, including without limitation, negligence, gross negligence, negligent misrepresentation and fundamental breach, shall any of the Rogers Parties be liable to you or any third party for:

(i) any direct, indirect, incidental, special, consequential, economic or punitive damages (including loss of profit or revenue, financial loss, loss of business opportunities, loss, destruction, interception, misdelivery or alteration of data, files, software or other information, breach of privacy or security, property damage, personal injury, death or any other foreseeable or unforeseeable loss, however caused) or any loss that results from the Support for any Software, the use of, or the inability to use, a Site, the Service or any Content, information, material, or postings on a Site (including, without limitation, your Contributions), directly or indirectly, or the transmission of confidential or sensitive information over the Internet. These limitations apply regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility of damages. You specifically acknowledge and agree that none of the Rogers Parties shall be liable for any defamatory, offensive or illegal conduct of any user, including you; and

(ii) any losses, claims, damages, expenses, liabilities or costs (including, without limitation, reasonable legal fees and other litigation expenses) resulting directly or indirectly out of, or otherwise arising in connection with, any claim that the use or intended use of the Software infringes the copyright, patent, trade-mark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party. These limits apply to any act or omission of any of the Rogers Parties, whether or not those acts or omissions would otherwise give rise to claims or causes of action in contract, tort, pursuant to statute or pursuant to any other doctrine of law.

(b) Applicable only to residents of Québec: Except for damages resulting from a Rogers Party's own act, the Rogers Parties will not be liable to you or any third party for: (i) any damages (including loss of profit or revenue, financial loss, loss of business opportunities, loss, destruction, interception, misdelivery or alteration of data, files, software or other information, breach of privacy or security or property damage) or any loss that results from the Support for any Software, the use of, or the inability to use, a Site, the Service or any Content, information, material, or postings on a Site (including, without limitation, your Contributions), directly or indirectly, or the transmission of confidential or sensitive information over the Internet. You specifically acknowledge and agree that none of the Rogers Parties shall be liable for any defamatory, offensive or illegal conduct of any user, including you; and

(ii) any losses, claims, damages, expenses, liabilities or costs (including, without limitation, reasonable legal fees and other litigation expenses) resulting directly or indirectly out of, or otherwise arising in connection with, any claim that the use or intended use of the Software infringes the copyright, patent, trade-mark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party.

18. ARBITRATION

Not applicable to residents of Québec: To the extent permitted by applicable law, unless we agree otherwise, any claim, dispute or controversy, whether in contract or tort, under statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts: these Terms, including, without limitation, any license granted under these Terms;

- the Service or a Site;
- oral or written statements, advertisements or promotions relating to these Terms, the Service or a Site; or
- the relationships that result from these Terms.

Not applicable to residents of Québec: Where applicable, arbitration will be conducted in the province in which you reside, on a simplified and expedited basis by one arbitrator under the current laws and rules relating to commercial arbitration in the province or jurisdiction in which you reside on the date of the notice. Rogers will pay all reasonable costs associated with that arbitration. Any arbitration will be conducted in accordance with our Arbitration Protocol, which is available at <http://www.rogers.com/terms>.

19. FEEDBACK

To contact Rogers in connection with Rogers NHL LIVE™, please contact us through one of the following options:

- Live chat with us at www.rogershelp.com
- Call us at 1-888-900-NHL1

20. OTHER IMPORTANT TERMS

These Terms are governed exclusively by the laws of the province in which you reside, but if you reside outside of Canada, then these Terms are 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, and you submit to the jurisdiction of the courts of Ontario. **Please note that your rights and remedies may vary by province.** These Terms, as amended from time to time, any applicable Subscription Terms, any other documents referenced herein and any rules, policies, guidelines or other agreements posted on a Site by Rogers constitute the entire agreement between Rogers and you for your use of a Site and the Service. Your use of a Site may also be governed by any applicable NHL Terms. Either party's failure to insist upon or enforce strict performance of any provision of these Terms does not mean that party has waived any provision or right in these Terms. No waiver by either Rogers or you of any breach or default under these Terms shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provisions contained in these Terms are determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction, that determination will not affect the remaining provisions. If any portion of these Terms is unenforceable, the unenforceable portion shall be

construed in accordance with applicable law as nearly as possible to reflect Rogers' original intentions and the remainder of the provisions shall remain in full force and effect. Neither the course of conduct between you and Rogers nor trade practice shall act to modify any provision of these Terms. These Terms enure to the benefit of and are binding on you, your heirs and your legal personal representatives and on your and Rogers' respective successors and assigns. You may not assign or transfer these Terms without our prior consent. We may assign or transfer these Terms or any of our rights or obligations under these Terms without your consent. The provisions of Sections 14-18 and 20 survive termination of the Service. If you are dissatisfied with a Site or with these Terms, then your sole remedy is to stop using all Sites. You will then destroy all materials you obtained on any Site and any copies you may have made.

These Terms have been drawn up in the English language at the express request of the parties. Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.

21. NOTICES

Any notice of a claim must be given to the Rogers Legal Department, 333 Bloor Street East, Toronto, Ontario M4W 1G9. Any notice will be deemed to have been given on the date on which it was sent by the party giving the notice.

Last Updated on September 1, 2015.

ACCEPTABLE USE POLICY

Please direct any questions or comments regarding this Acceptable Use Policy (“**AUP**”) and complaints of violations of this AUP by subscribers to abuse@rogers.com. Except where otherwise indicated, “**you**” and “**your**” means you and every person who uses the Services through your account

Introduction

When using our services, the Equipment, our facilities or networks and any products, content, applications or services in conjunction with the Services or Equipment, you must comply with all applicable laws, and our policies, rules and limits including this AUP. This AUP supplements and is incorporated into the Rogers Terms of Service (the “**Terms**”), which accompanies this AUP. It is also available at <http://www.rogers.com/terms>. Unless otherwise defined in this AUP, defined terms have the meanings given to them in the Terms.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND THIS AUP, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY ROGERS THAT YOU ARE TERMINATING THE SERVICES.

Prohibited Activities

Without limitation, you may not use (or allow anyone else to use) our Services to:

- (i) use, possess, post, upload, transmit, disseminate or otherwise make available content that is unlawful or violates the copyright or other intellectual property rights of others (as described in more detail below);
- (ii) participate in any illegal soliciting or gaming schemes;

- (iii) attempt to use the Services in such a manner so as to avoid incurring charges for usage;
- (iv) participate in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature. You assume all risks regarding the determination of whether material is in the public domain;
- (v) access the Internet via the Services using Internet Protocol (IP) addresses other than the IP address(es) assigned to you by us;
- (vi) invade another person's privacy, collect or store personal data about other users, or stalk or harass another person or entity;
- (vii) access any computer, software, data or any confidential, copyright-protected or patent-protected material of any other person, without the knowledge and consent of that person, or use any tools designed to facilitate access, such as "**packet sniffers**";
- (viii) upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or rightsholder;
- (ix) use, reproduce, distribute, sell, resell or otherwise exploit the Services or content we provide or which you obtain through the Services for any commercial purposes;
- (x) copy, distribute, sub-license or otherwise make available any software or content we provide or make available to you or which you obtain through the Services, except as authorized by us;
- (xi) alter, reproduce, or tamper with the Services or any function, component or identifier of your Equipment, such as the Electronic Serial Number (ESN) or the International Mobile Equipment Identity (IMEI) that is not meant to be altered, reproduced or tampered with;
- (xii) restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Services or any Equipment used to connect to the Services, or create an unusually large burden on our networks, including, without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, Trojan horse or other harmful, limiting, destructive or debilitating feature, distributing mass or unsolicited e-mail ("**spam**") or other messages, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the Services in an abusive manner in connection with any unlimited packages, options or promotions;
- (xiii) disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede our ability to monitor or deliver the Services, any transmissions or data;

- (xiv) interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including, without limitation, denying service attacks, overloading a service, improperly seizing or abusing operator privileges ("**hacking**"), or attempting to "**crash**" a host;
- (xv) use the Services for anything other than your own personal purposes (such as reselling the Services, providing Internet access or any other feature of the Services to any third party) or share or transfer your Services without our express consent;
- (xvi) operate a server in connection with the Services, including, without limitation, mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers or multi-user interactive forums;
- (xvii) impersonate any person or entity, including, without limitation, a Rogers official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (xviii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services; or
- (xix) port scan a person's computer or wireless device without that person's consent, or use any tools designed to facilitate these scans.

Unlawful or Inappropriate Content

Any Rogers Party reserves the right to move, remove or refuse to post any content, in whole or in part, that it, in its sole discretion, decide are unacceptable, undesirable or in violation of the Terms or this AUP. This includes, without limitation:

- (i) obscene, profane, pornographic content;
- (ii) defamatory, fraudulent or deceptive statements;
- (iii) threatening, intimidating, abusive or harassing statements;
- (iv) content that violates the privacy rights or intellectual property rights of others;
- (v) content that unlawfully promotes or incites hatred;
- (vi) content that is otherwise offensive or objectionable; or
- (vii) any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any municipal, provincial, federal or international law, order or regulation.

For purposes of this AUP, "**content**" refers to all forms of communications including, without limitation, text, graphics (including photographs, illustrations, images, drawings, logos), executable programs, audiovisual recordings, and audio recordings.

Security

As set out above, you are responsible for any misuse of the Services, by you or by any other person with access to the Services through your Equipment or your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including, without limitation, wireless networking and wired networking. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's equipment, software or data, without the knowledge and consent of such person. Additionally, the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "**crash**" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, Rogers recommends against enabling file or printer sharing of any sort. Rogers recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate. You agree to treat as confidential all access codes, personal identification numbers and/or other passwords that we may provide to you for use with the Services.

Unsolicited Communications

As set out above, the Services may not be used to send unsolicited, bulk or commercial messages or for any other unsolicited communications. This includes, without limitation, using automatic dialing and announcing devices to or otherwise make unsolicited voice or facsimile calls and bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such communications may only be directed to those who have explicitly requested it. The Services may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you. The Services may not be used to collect responses from unsolicited e-mail messages sent from accounts on other Internet hosts or email services that violate this AUP or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail messages may not direct the recipient to any web site or other resource that uses the Services. Forging, altering or removing e-mail headers is prohibited. You may not reference any Rogers network (for example, by including "Organization: Rogers" in the header or by listing an IP address that belongs to a Rogers network) in any unsolicited e-mail even if that e-mail is not sent through a Rogers network. "**Mail bombing**" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

Rogers is not responsible for the forwarding of e-mail sent to any account that has been suspended or terminated. Such e-mail will be returned to sender, ignored, deleted, or stored temporarily, at Rogers' sole discretion.

User-Generated Content Services

"User-Generated Content Services" or **"UGC Services"** refers to any services that allow an end user to post, upload or generate content online to be shared with a limited or unlimited number of recipients and may include, without limitation: newsgroups, online forums, message boards, chat programs, wiki's, photo sharing services, customer review sites, video sharing services, blogs and web hosting.

Any User-Generated Content Services accessed through the Services must be used in accordance with the following:

- (i) you must comply with the UGC Service's written charter, policies or FAQs;
- (ii) you may only post advertisements, solicitations, or other commercial messages in the UGC Service if that service's charter, policies or FAQs explicitly permit them;
- (iii) you are responsible for determining the policies of the UGC Service before using it;
- (iv) you must adhere to daily volume, file size and format restrictions of any UGC Service;
- (v) unless otherwise specified in the UGC Service's charter, policies or FAQs, you must not forge, alter or remove any information from the UGC Service;
- (vi) the Rogers Parties have no obligation to monitor the content of any UGC Service and the Rogers Parties are not liable for any claims, losses, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses arising out of or relating to the content of any such service;
- (vii) you must not use the UGC Service to perform **"flooding"**, which refers to deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text or other content;
- (viii) any computer or other device connected through the Services may not maintain more than two simultaneous chat connections including, without limitation, the use of automated programs, such as **"bots"** or **"clones"**. Automated programs may not be used when the account holder is not physically present at the device;
- (ix) you must not use the Services to send messages that disrupt another Internet user's equipment, software, hardware or user display; and
- (x) you must not forge, alter or obscure your identity (other than using a nickname) while participating in the UGC Service.

Bandwidth, Data Storage and Other Limitations

You must comply with the then current bandwidth, data storage and other limitations on your applicable Services. You must also ensure that your activity does not improperly restrict, inhibit, or degrade any other subscriber's use of the Services, nor represent (in the sole judgment of Rogers) an unusually large burden on our networks. In addition, you must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Rogers' ability to deliver the Services, and monitor and investigate the Services, backbone, network nodes, and/or other network services or components. You may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent of Rogers. For example, you cannot provide Internet access to others through a dial up connection, host shell accounts over the Internet, provide e-mail or news service, or send a news feed. The Services are consumer products designed for personal access to and use of the Internet. For example, the Services do not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use. You may not run a server in connection with the Services. You may not provide network services to others via the Services. In addition, you are prohibited from running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

Your use of the Services may be subject to a usage limit, as set out in your Service Agreement. If you exceed that limit, you may be subject to additional usage charges. See

<http://www.rogers.com/uselimits> for the current usage allowance for your Services.

Network Management

We reserve the right to manage our networks in order to optimize their efficiency for the benefit of our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, and protocol filtering. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers. For details on our network management practices, visit <http://www.rogers.com/networkpolicy>.

Violation of this Acceptable Use Policy

As set out in the Terms, we have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services (other than voice Services) or the Equipment; and to access or preserve content or information in accordance with the Terms. We prefer to advise subscribers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way that we, in our sole discretion, believe violates this AUP, any of the Rogers Parties may take any responsive actions they deem appropriate. Such actions may include, without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate suspension or termination of all or any portion of the Services or your account. The Rogers Parties will have no liability for any such responsive actions. The above described actions are not exclusive remedies and the Rogers Parties may take any other legal or technical action deemed appropriate. Upon termination of an account, any of the Rogers Parties are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. If any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This AUP shall be exclusively governed by, and construed in accordance with the governing law provision set out in the Terms.

Complaints

Please direct any complaints of violations of this AUP to abuse@rogers.com or contact us at 1-888-ROGERS1. Questions or complaints, concerning third party content should be addressed to the applicable content provider.

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