



# Bell Media Website Terms and Conditions

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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

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\* 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.

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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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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. SUBMISSION OF IDEAS AND/OR SUGGESTIONS

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