

## **LEGAL NOTICE – WEBSITE TERMS AND CONDITIONS**

### **Shaw Satellite G.P. (“Shaw Direct”)**

Welcome to the Shaw Direct Website (the “Website”).

Your continued use of or access to the Website will be deemed as conclusive evidence that you agree to comply, without limitation or exception, with the terms and conditions of this Shaw Direct Legal Notice (the "Legal Notice") set out below. Shaw Direct reserves the right to add, modify or delete any information or content on the Website without notice.

All information and content appearing on the Website is provided for informational purposes only. You may download material appearing on the Website for personal use only. You are strictly prohibited from distributing, modifying, transmitting, reusing or re-posting any information or content that appears on the Website.

### **NO WARRANTY OR REPRESENTATION**

All information appearing on the Website is provided on an “as is” or “as available” basis, without warranty of any kind, either express or implied, including but not limited to, implied warranties of fitness for a particular purpose, merchantability and non-infringement. Although Shaw Direct intends that all information and content appearing on the Website is current and accurate, Shaw Direct makes no warranty as to the accuracy, currency or completeness thereof. Shaw Direct assumes no responsibility for any error or omission that may occur on the Website.

SHAW DIRECT WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSSES OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE USE OF THIS WEBSITE, ANY INFORMATION OR CONTENT AVAILABLE ON THIS WEBSITE, OR ANY OTHER WEBSITE YOU MAY ACCESS THROUGH THIS WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

### **TRADE-MARKS AND COPYRIGHT**

The trade-marks, logos and service marks as well as certain words, titles, icons, graphics and designs (the “trade-marks”) displayed on the Website are registered and unregistered trade-marks of Shaw Direct, its affiliates and other third parties. Nothing on the Website should be construed as granting the right to use any trade-mark displayed on the Website without the express permission of Shaw Direct or the third party who owns the trade-mark. Any unauthorized

transmission, or other copying or modification of trade-marks on the Website is strictly prohibited and may be a violation of provincial, federal or international law and may subject the infringing party to legal action.

All information and content appearing on the Website is protected by copyright and may not be used except in accordance with the terms and conditions of this Legal Notice. Shaw Direct does not warrant that your use of materials displayed on the Website will not infringe the rights of third parties not affiliated with Shaw Direct.

## **NO ENDORSEMENTS**

Links available to outside websites on the Website are meant for convenience only. No endorsement of any third party products or services is expressed or implied by any information or material that is included on, or linked to, the Website.

When you access an outside (non- Shaw Direct) website, please understand that it is independent of Shaw Direct and Shaw Direct has no control over the content of that website. A link to a non- Shaw Direct website does not mean that Shaw Direct accepts any responsibility for the content, or the use of such website. It is up to you to take the appropriate precautions to ensure that any website you visit is free of destructive items such as worms or viruses.

## **INDEMNITY**

You agree to defend, indemnify and hold Shaw Direct and its affiliates harmless from any and all liabilities, costs and expenses related to any violation of the terms and conditions of this Legal Notice or which arise in connection with your use of or access to the Website.

## **PRIVACY POLICY**

When accessing information on the Website, Shaw Direct may ask you to provide information like your name, address, e-mail address or other information. It is completely optional for you to provide such information. If you do provide personal information to us, you understand and agree that we may record and use your personal information in accordance with our Privacy Policy (<http://www.shawdirect.ca/english/privacypolicy.pdf>) which may include certain use of this personal information.

By using or accessing the Website, you agree to the terms and conditions of the Shaw Direct Privacy Policy (<http://www.shawdirect.ca/english/privacypolicy.pdf>). If you do not agree, do not access any of our online information or services. Shaw Direct and its principals are not responsible for the content or privacy practices of any other website that we may be linked to or linked from.

## **COMMUNICATION**

Any information or material you transmit to the Website by electronic mail or otherwise, including any data, questions, comments or suggestions, is and will be treated as non-confidential and non-proprietary unless otherwise noted. Anything you transmit or post may be used by Shaw Direct and its affiliates for any purpose, including, but not limited to, reproduction, disclosure, publication, broadcast and posting. Furthermore, Shaw Direct is free to use any ideas or concepts contained in any communication you send to the Website for any purpose whatsoever including, but not limited to, the development, manufacture and marketing of products and services.

## **GENERAL**

You agree that if any of the terms and conditions of this Legal Notice are held invalid or unenforceable, such term or condition shall be considered separate and severable from the balance of the terms and conditions, which shall remain in full force and effect. This Legal Notice will be governed exclusively by the laws of the Province of Alberta and the laws of Canada applicable therein, without regard to the conflict of laws principles thereof. You consent to the exclusive forum, jurisdiction and venue of the Courts of the Province of Ontario or any other jurisdiction which Shaw Direct may deem appropriate.