

Channel Zero Website Terms and Conditions

(Last Updated on November 12, 2012)

THESE TERMS AND CONDITIONS CONTAIN LEGAL OBLIGATIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING A CHANNEL ZERO SITE.

INTRODUCTION

Welcome to the Internet sites of Channel Zero Inc. and its subsidiaries and affiliates' ("Channel Zero"). These Terms and Conditions apply to all Channel Zero Internet sites which reference these Terms and Conditions, including without limitation: www.chch.com, www.tvchannelzero.com, www.movieola.ca, www.silverscreenclassics.com, www.watchrewind.com, www.ouatmedia.com, www.fightnow.com, (each a "Channel Zero Site" and collectively the "Channel Zero Sites"). By using a Channel Zero Site, or any of the products or services available on a Channel Zero Site (collectively the "Services"), you agree, without limitation or qualification, to be bound by these terms and conditions and such other additional or alternative terms, conditions, rules and policies which are displayed or to which you may be directed in connection with any particular Channel Zero Site or Service, all as may be modified by Channel Zero from time to time in its sole discretion (collectively, the "Terms and Conditions"). If you do not agree with these Terms and Conditions, you may not use a Channel Zero Site or any of the Services on a Channel Zero Site.

Please note that we reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms and Conditions at any time. Please check periodically for changes. We will indicate at the top of this page the date these Terms and Conditions were last revised. Your continued use of a Channel Zero Site following the posting of any changes to these Terms and Conditions will mean you accept those changes.

PRIVACY

For information on how user information is collected, used and disclosed by Channel Zero in connection with your use of a Channel Zero Site and any of the Services, please consult our Privacy Policy.

REGISTRATION, ACCOUNTS and PASSWORDS

Certain of the Services and related features made available on a Channel Zero 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 subscription process, and to promptly update such information as necessary to ensure that it is kept accurate and complete. You agree to be responsible for: (a)

maintaining the confidentiality of any passwords or other account identifiers which you choose or are assigned as a result of any registration or subscription on a Channel Zero Site, and (b) all activities that occur under such password or account. Further, you agree to notify Channel Zero of any unauthorized use of your password or account. Channel Zero shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this Section.

RESTRICTIONS ON USE OF MATERIALS

All material, information and content available on a Channel Zero Site (collectively "Content"), including the manner in which such Content is presented, and the Services are: Copyright © Channel Zero Inc., its subsidiaries, affiliates and/or licensors. All rights reserved. Such Content is protected by Canadian and worldwide copyright laws and treaty provisions. Channel Zero grants you a limited non-exclusive, non-transferable license to use and display on your computer or other electronic access device, the Content and Services for your own personal and non-commercial use only, provided that you do not modify the Content and that you maintain all copyright and other proprietary notices. Except as provided herein, you agree not to reproduce, make derivative works of, retransmit, distribute, sell, publish, communicate, broadcast or otherwise make available any of the Content obtained through a Channel Zero Site or any of the Services, including without limitation, by caching, framing or similar means, without the prior written consent of the respective copyright owner of such Content.

TRADEMARKS

Channel Zero, CHCH, CJNT, Metro 14, Movieola, Movieola – The Short Film Channel, Silver Screen Classics, Ouat Media, Fight Now!, and all associated designs and logos are trademarks of Channel Zero Inc. AOVtv and all associated designs and logos are trademarks of AOV Inc., used under license. All other product, brand and company names and logos used or mentioned on a Channel Zero Site or any of the Services may be the trademarks or registered trademarks of their respective owners. Any use of any trademarks appearing on a Channel Zero Site or any of the Services without the express written consent of the owner of the trademark is strictly prohibited.

USER CONDUCT

In consideration of the availability, and your use, of a Channel Zero Site or any of the Services, you agree to comply with all applicable laws and regulations and these Terms and Conditions when using such Channel Zero Site or Service. You acknowledge that Channel Zero may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting users in this regard. Additionally, you agree not to:

- post, transmit, link to, or otherwise distribute any materials, information or content constituting, advocating or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use a Channel Zero Site or any of the Services in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying a Channel Zero Site, any of the Services, or the Internet;

- 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;
- 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.

RESPONSIBILITY FOR MINORS

In cases where you have authorized a minor to use a Channel Zero Site or any of the Services, 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 a Channel Zero Site or any of the Services; and (iii) the consequences of any misuse by the minor. You acknowledge that some of the areas of a Channel Zero Site may contain material that is inappropriate for minors.

FORUMS AND CONTENT SUBMISSIONS

By uploading materials to any chat board or forum available on a Channel Zero Site (collectively "Forums") or otherwise submitting any materials to us through any other content generating or submitting Service on a Channel Zero Site, you automatically grant (or warrant that the owner of such materials expressly grants) Channel Zero a world-wide, perpetual, royalty-free, irrevocable and non-exclusive right and license to use, copy, adapt, transmit, communicate, publicly display and perform, distribute and create compilations and derivative works from such submitted materials, for the purposes of publishing and promoting such materials in connection with the Forum or other Service through which the materials were submitted or generated, and for all promotions thereof. Such license shall apply with respect to any form, media, or technology now known or later developed. In addition, you warrant that all "moral rights" in such materials submitted by you have been waived in favour of Channel Zero.

In addition, you automatically grant (or warrant that the owner of such material expressly grants) Channel Zero a world-wide, perpetual, royalty-free, irrevocable and non-exclusive right and license to televise, broadcast, transmit, exploit, use, communicate, publicly display and perform, distribute and create compilations and derivative works from, such submitted materials in any manner, media or technology, including, but not limited to all forms of television, wireless and online technology, now known or later developed.

If you are a minor, you must have permission from your parent or legal guardian to upload any materials to a Forum. Channel Zero may request a parent's or legal guardian's email address from anyone who uploads any materials to a Forum for the purpose of verifying with the parent or legal guardian that he/she has in fact given permission for such uploading. In the event that material is uploaded without permission, all uploaded material will be removed immediately and without notice to you.

When participating in a Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated. Channel Zero cannot

be responsible for the content or accuracy of any information, and will not be responsible for any reliance or decisions made based on such information. When using a Forum, you may not post, transmit, link to, or otherwise distribute any information, materials or content that do not generally pertain to the designated topic or theme of the particular Forum. Use of a Forum for commercial purposes of any kind is strictly prohibited. Please note that Channel Zero reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of these Terms and Conditions.

DISCLAIMER

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) A CHANNEL ZERO SITE AND ANY OF THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT CHANNEL ZERO MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS (as used in this section, "WARRANTIES") OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THAT ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, AND (B) CHANNEL ZERO SPECIFICALLY MAKES NO WARRANTIES THAT A CHANNEL ZERO SITE OR ANY OF THE SERVICES, INCLUDING ANY CONTENT, INFORMATION, PRODUCTS OR SERVICES OBTAINED FROM OR THROUGH THE USE OF A CHANNEL ZERO SITE OR ANY OF THE SERVICES, WILL BE PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS OR THAT SUCH SERVICES OR THE RESULTS DERIVED THEREFROM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

PROFESSIONAL INFORMATION DISCLAIMER

The Channel Zero Sites may make available certain information provided by third parties related to various professional fields such as, without limitation, medicine and other health and fitness related matters, law, accounting and financial planning and investments (the "Professional Information"). The Professional Information is provided for educational and entertainment purposes only and should not be interpreted as a recommendation for a specific treatment plan, product or course of action. Use of a Channel Zero Site does not replace consultations with a qualified medical, legal, financial or other relevant professional. In addition, while the Professional Information is frequently updated, this information changes rapidly and therefore, some of the Professional Information may be out of date. You agree that all risk associated with the use of, or reliance on, any of the Professional Information rests with you. You further agree that Channel Zero, including its suppliers, shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such Professional Information.

FINANCIAL INFORMATION DISCLAIMER

The Content (including any facts, views, opinions, recommendations, description of, or references to, products or securities) made available by Channel Zero through a Channel Zero Site or any of the Services is: (a) for information purposes only; (b) not tailored to the needs or

circumstances of any person; (c) to the extent if applicable to a particular security, only a general discussion of the merits and risks associated there with; (d) not to be used or construed as an offer to sell, a solicitation of an offer to buy, or an endorsement, recommendation, or sponsorship of any entity or security by Channel Zero; and (e) not necessarily reflective of the views or policy of Channel Zero, including the publisher, contributors and staff of, and advertisers on, a Channel Zero Site. You acknowledge and agree that any request for information by you is unsolicited and shall neither constitute nor be construed as investment advice by Channel Zero. You should apply your own judgment in making any use of any Content, including, without limitation, the use of any information contained therein as the basis for any conclusions. You bear responsibility for your own investment research and decisions. **PRIOR TO MAKING ANY INVESTMENT DECISION, IT IS STRONGLY RECOMMENDED THAT YOU SEEK OUTSIDE ADVICE FROM A QUALIFIED INVESTMENT ADVISOR. CHANNEL ZERO DOES NOT PROVIDE OR GUARANTEE ANY FINANCIAL, LEGAL, TAX, OR ACCOUNTING ADVICE OR ADVICE REGARDING THE SUITABILITY, PROFITABILITY, OR POTENTIAL VALUE OF ANY PARTICULAR INVESTMENT, SECURITY, OR INFORMATION SOURCE.**

You acknowledge that Channel Zero or its affiliates may invest or otherwise hold interests in entities which may be referenced in any of the Services or Content accessible through a Channel Zero Site. The views and opinions expressed on a Channel Zero Site are not intended to constitute a description of securities bought, sold, or held on behalf of Channel Zero nor an indication by Channel Zero of any intention to buy, sell, or hold any security.

DISCLAIMER REGARDING SEARCH CONTENT

Any and all pictures, sounds, sound effects, sound recordings, musical works, performances, graphics, video, cinematic productions, audio-visual works and any other works (the "Multimedia Content") located through a Channel Zero Site's search services are protected by copyright and/or other intellectual property laws. Channel Zero does not have the right to authorize you to reproduce, distribute, publicly display, publicly perform, communicate or create derivative works from any files containing such Multimedia Content. Where search results link to sites outside a Channel Zero Site, all of the Multimedia Content contained on such sites is owned and served by entities other than Channel Zero. Channel Zero provides you with the URL or address of the Multimedia Content; this information may be used to determine the server of the Multimedia Content. If you intend to make use of any Multimedia Content accessed through a Channel Zero Site's search services for commercial or non-commercial purposes, require that you contact the server and/or owner of the Multimedia Content for permission to use such Multimedia Content.

MONITORING

You acknowledge that Channel Zero has no obligation to monitor a Channel Zero Site or any content accessible through a Channel Zero Site or any of the Services. However, you agree that Channel Zero has the right to monitor a Channel Zero Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental

request, to operate a Channel Zero Site or any of the Services properly, or to protect itself or its users in accordance with the Privacy Policy.

MODIFICATIONS

Channel Zero reserves the right, in its sole discretion, to add to, remove, modify or otherwise change any part of these Terms and Conditions, in whole or in part, at any time. Except as otherwise expressly contemplated herein, changes will be effective when notice of such change is posted on a Channel Zero Site. Please check these Terms and Conditions regularly for updates by checking the date of "Last Update" at the top of this document. If any change is not acceptable to you, you must discontinue your use of a Channel Zero Site and any of the Services immediately. Your continued use of a Channel Zero Site or any of the Services after any such changes are posted will constitute acceptance of those changes. Further, Channel Zero reserves the right to change, modify, suspend or discontinue any aspect of a Channel Zero Site, Services or Content from time to time without notice or liability and for any reason whatsoever.

DOWNLOADS AND SHAREWARE

Certain Channel Zero Sites allow you to download software applications or other forms of Content, including files, images and/or data incorporated therein (collectively, the "Software"). The Software is made available to you by Channel Zero or third parties subject to the terms and conditions made available to you during the software installation process. Additionally, you agree that the Software is licensed to you by Channel Zero or third parties for your personal and non-commercial use only provided that you do not modify the Software and that you maintain all copyright and other proprietary notices and that Channel Zero or the designated third parties retain full and complete title to the Software and all intellectual property rights therein. You may not redistribute, sell, de-compile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form. You agree that it is your responsibility to review and evaluate the Software and the related terms and conditions, and that all risk associated with the use of, or reliance on, the Software rests with you. You further agree that Channel Zero, including its suppliers, shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, the Software, including the failure of the Software to meet your needs, standards, expectations or specifications.

CONTENT LINKED TO A CHANNEL ZERO SITE

Please exercise discretion while browsing the Internet. Please note that certain links on a Channel Zero Site may take you to other websites. Channel Zero provides these links only as a convenience and not as an endorsement by Channel Zero. These linked sites are not necessarily under the control of Channel Zero. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses and other destructive elements. Channel Zero is not responsible for the content of any such linked sites or any other web page which is not part of a Channel Zero Site and under Channel Zero's control. Unless otherwise expressly provided, Channel Zero makes no representation or warranty regarding, and does not endorse, any linked site or the information, products or services

appearing thereon. Accordingly, you agree that Channel Zero will not be responsible or liable in any way for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in any site linked from a Channel Zero Site.

DEALINGS WITH THIRD PARTIES

You acknowledge and agree that your correspondence or business dealings with any third parties, including any merchants or advertisers, found on, or through, a Channel Zero Site or any of the Services, including payment for and delivery of related goods and services, and all other terms, conditions, representations and warranties related to such dealings, are solely between you and such third parties. Channel Zero assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable laws in connection with any such transactions shall be yours alone. You agree that Channel Zero shall not be responsible or liable in any way for any loss or damage of any kind incurred as a result of, or in connection with, any such dealings or transactions.

SUBSCRIPTION/FEE BASED SERVICES

Certain of the Services made available on a Channel Zero Site may be offered by Channel Zero on a payment basis (a "Pay Service"). Pay Services may be offered by Channel Zero on a prepaid usage basis or on a periodic subscription ("Subscription") basis. Should you choose to purchase a Pay Service, you will be required to register as described above, and you will be assigned an account for such Pay Service (the "Pay Service Account") based on the information you provide as part of the registration process. You agree to pay all the fees applicable for such Pay Service you incur through your Pay Service Account, including any fees associated with the use of such Pay Service together with all applicable taxes (the "Fees"). Unless otherwise indicated on the relevant Pay Service description page (the "Pay Service Description"), the Fees for a Pay Service purchased through your Pay Service Account are chargeable immediately (and at the beginning of each renewal period for periodic Subscription Pay Services) to the credit card you designated for the particular Pay Service Account or through such other billing process as applicable. All Fees are non-refundable subject to applicable law. Channel Zero reserves the right to change the amount of, or basis for determining, any Fees for a Pay Service, and to institute new Fees or terms at any time effective upon notice to you, which notice may for certainty include the posting of any such changes on the relevant pages related to the use of the Pay Service. For the avoidance of doubt, should you use a Pay Service for which new Fees have been instituted by Channel Zero, such use constitutes your explicit consent to being charged such new Fees without further notification from Channel Zero.

Please note that Subscription Pay Services renew automatically at the end of the relevant period as set out in the applicable Pay Service Description and Fees in respect of each such renewal shall be based on the then current rate for the particular Subscription Pay Service. You may terminate your subscription at any time, which termination will only be effective at the end of your subscription period.

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 Channel Zero 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 Channel Zero 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 Channel Zero has determined, in its sole discretion, that your use of the Pay Service is, or was, in breach of these Terms and Conditions. For the avoidance of doubt, any coupons or credits purchased in connection with any Pay Service are not and shall not be deemed to be gift cards pursuant to the definition of “gift cards” under any legislation (municipal, provincial, federal or other) or otherwise. Any such termination by Channel Zero shall be in addition to and without prejudice to such rights and remedies as may be available to Channel Zero, including injunction and other equitable remedies. Your ability to use the Pay Service is also subject to any limits established by Channel Zero 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, Channel Zero reserves the right to either suspend or terminate your Pay Service Account and your access to the Pay Service.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless each of Channel Zero, its affiliates and licensors and each of their respective officers, directors, employees and agents, including all third parties mentioned on a Channel Zero Site, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from or related to: (a) your breach of any of these Terms and Conditions; (b) your access to or use of a Channel Zero Site, Services or Content; or (c) your use or reliance on, or publication, communication or distribution of anything on or from a Channel Zero Site or through any of the Services. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL CHANNEL ZERO, INCLUDING ITS AFFILIATES AND LICENSORS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL,

CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, AND ANY DAMAGES FOR LOSS OF PROFITS, SAVINGS, GOODWILL OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER CHANNEL ZERO HAD BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE, INABILITY TO USE OR PERFORMANCE OF ANY OF THE SERVICES OF A CHANNEL ZERO SITE, (B) ANY UNAUTHORIZED ACCESS TO OR MODIFICATION TO ANY OF YOUR CONTENT OR TRANSMISSIONS, OR (C) ANY OTHER MATTER RELATING TO A CHANNEL ZERO SITE OR ANY OF THE SERVICES.

You expressly acknowledge that Channel Zero has entered into this agreement, and has and will make a Channel Zero Site, Content and Services available to you in reliance upon the limitations and exclusions of liability and the disclaimers set forth herein, and that the same form an essential basis of the bargain between you and Channel Zero. You expressly agree that the limitations and exclusions of liability and the disclaimers set forth herein will survive, and continue to apply in the case of, a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy or termination of this agreement.

GOVERNING LAW/JURISDICTIONAL ISSUES

All Channel Zero Sites and Services are controlled, operated and administered by Channel Zero from its offices within Canada. Channel Zero makes no representation or warranty that a Channel Zero Site or any of the Services are appropriate or available for use at any locations outside Canada. If you access a Channel Zero Site from outside Canada, you are responsible for compliance with all applicable laws. You may not export any of the Content accessible through a Channel Zero Site in violation of applicable export laws and regulations. These Terms and Conditions shall be interpreted, construed and governed by the laws in force in the Province of Ontario, Canada, without reference to its conflict of laws principles. Subject to the Arbitration and Actions Section below, each party hereby agrees to submit to the jurisdiction of the courts of the Province of Ontario and to waive any objections based upon venue. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions.

ARBITRATION AND ACTIONS

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 Channel Zero 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 Channel Zero, in its sole and absolute discretion, may, without notice to you, suspend or terminate your account or your use of, or access to, a Channel Zero Site or any of the Services, and remove and discard any information or content related to a Channel Zero Site or any of the Services (and your use thereof), for any reason, including where Channel Zero believes that you have violated any of these Terms and Conditions. You further agree that Channel Zero 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 Channel Zero Site or any of the Services or with any terms, conditions, rules, policies, guidelines, or practices of Channel Zero in operating a Channel Zero Site or any of the Services, your sole and exclusive remedy is to discontinue using a Channel Zero Site or any of the Services.

SUBMISSION OF IDEAS AND/OR SUGGESTIONS

Channel Zero is always improving its websites and Services and developing new features. If you have ideas and/or suggestions regarding improvements or additions, we would like to hear them - but any submission will be subject to these Terms and Conditions. **UNDER NO CIRCUMSTANCES SHALL ANY DISCLOSURE OF ANY IDEA AND/OR SUGGESTION OR RELATED MATERIAL TO CHANNEL ZERO BE SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY OR EXPECTATION OF COMPENSATION. BY SUBMITTING THE IDEA AND/OR SUGGESTION OR ANY RELATED MATERIAL TO CHANNEL ZERO, YOU ARE WAIVING ANY AND ALL RIGHTS THAT YOU MAY HAVE IN THE IDEA AND/OR SUGGESTION OR ANY RELATED MATERIAL AND ARE REPRESENTING AND WARRANTING TO CHANNEL ZERO THAT THE IDEA AND/OR SUGGESTION OR ANY RELATED MATERIAL ARE WHOLLY ORIGINAL WITH YOU, THAT NO ONE ELSE HAS ANY RIGHTS IN THE IDEA AND/OR SUGGESTION OR ANY RELATED MATERIAL AND THAT CHANNEL ZERO IS FREE TO IMPLEMENT THE IDEA AND/OR SUGGESTION AND TO USE THE RELATED MATERIAL IF IT SO DESIRES, AS PROVIDED OR AS MODIFIED BY CHANNEL ZERO, WITHOUT OBTAINING PERMISSION OR LICENSE FROM ANY THIRD PARTY.**

GENERAL PROVISIONS

This agreement is personal to you, and you may not assign your rights or obligations to anyone. The Privacy Policy, these Terms and Conditions and any other documents governing the use of Channel Zero Sites constitute the between Channel Zero and you pertaining to your use of a Channel Zero Site, Services and Content and supercede any prior agreements between you and Channel Zero with respect to the subject matter hereof. Channel Zero's failure to insist upon or

enforce strict performance of any right or provision of these Terms and Conditions shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in these Terms and Conditions are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. No changes to these Terms and Conditions shall be made except by a revised posting on this page or except as otherwise expressly contemplated herein. The parties have required that these Terms and Conditions and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents que s'y rattachent soient rédigés en anglais.

Download these Terms & Conditions in PDF format

© 2012 Channel Zero Inc. All rights reserved