

Terms of Use

1. Introduction

Your access to and continued use of theweathernetworkroundtable.com ("**Website**") offered by Pelmorex Media Inc. ("**PMI**") and the services offered on this Website constitute your acceptance of and compliance with the terms and conditions specified herein. Please take some time to familiarize yourself with these terms and conditions. If you do not agree to these terms and conditions, you should immediately discontinue any use of this Website or related service offerings from PMI related to this Website. These terms and conditions may change from time to time and it is your responsibility to check for such updates. Any use of this Website after the posting of any modified terms and conditions will be deemed to be acceptance of such terms and conditions. The last revision date for these terms and conditions is set forth at the end of these terms and conditions. Your acceptance of these terms and conditions entitles you to be a member of the Website and for related service offerings provided by PMI.

2. Terms of Use

- (a) Without the expressed written consent of PMI, no information or material from this Website may be copied, reproduced, republished, uploaded, transmitted, or distributed in any way whatsoever. You agree to abide by all copyright notices, information and restrictions contained in any material found on the Website and any content sent to you or accessed through this Website.
- (b) You will use this Website and any content found on this Website or any services offered through this Website ("**Content**") solely for lawful purposes. You shall not upload to, distribute to, or otherwise disseminate through, this Website any material or information of any kind that is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law or infringes or violates any rights (including intellectual property rights) of any other person or entity, or that contains a solicitation of funds, advertising, or a solicitation for goods or services. You will be solely responsible for any Content that you make available through this Website.
- (c) PMI has no obligation to, and does not and cannot, review all Content that you and other users make available through this Website and PMI is not responsible for any such Content. PMI reserves the right to monitor, delete and/or refuse to transmit, move, or edit any Content, in whole or in part, without notice to you, that it deems in its sole discretion, unacceptable, undesirable or in violation of any law.

3. Intellectual Property

Nothing contained on this Website grants, by implication, estoppel, or otherwise, any licence or right to use any trade-marks, logos, or other names, including, but not limited to, those identifying PMI and/or its affiliates and related companies or their respective products and services displayed on this site, without the expressed written consent of PMI or such third party that may own such trade-marks, logos and other names displayed on this site.

4. Disclaimer of Warranties & Limitation of Liability

- (a) Any Content found on the Website is provided by you, other users or PMI for informational purposes and is not intended to meet a particular user's needs. This Website, and all Content found on or accessed through this Website and its services, are provided on an "**AS IS**" basis. PMI, its affiliates and related companies, and each of their respective directors, officers, employees, consultants and agents expressly disclaim any and all representations, warranties and conditions, express and implied, including, without limitation, any and all representations and warranties of accuracy, title and non-infringement, and all implied warranties and conditions of merchantability, fitness for any particular purpose, or suitability for any particular purpose, and any representations, warranties or

conditions arising from any course of dealing or usage of trade, with respect to this Website or the Content contained in or accessed through this Website and its services.

- (b) Neither PMI nor its affiliates and related companies, nor each of their respective directors, officers, employees, consultants and agents makes any representations or warranties as to the availability, accuracy, quality, timeliness, reliability, truthfulness or completeness of this Website or the Content contained in or accessed through this Website. You expressly agree that use of this Website is at your sole risk.
- (c) Under no circumstances, including, but not limited to, negligence, gross negligence, negligent misrepresentation and fundamental breach shall PMI or its affiliates and related companies, and each of their respective directors, officers, employees, consultants and agents be liable for any direct, indirect, incidental, special or consequential damages or any loss that result from the use of, or the inability to use the Website or any Content on this Website. 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 such damages. You specifically acknowledge and agree that neither PMI nor its affiliates and related companies, nor each of their respective directors, officers, employees, consultants and agents shall be liable for any defamatory, offensive or illegal conduct of any user, including you.

5. Registrations

Various functions provided through the Website, including the ability to post Content, may require you to register with the Website. You agree to provide accurate and current information about yourself as required by the relevant registration process, and to promptly update such information in order that it is kept accurate and complete. You further agree that you are responsible for: (a) maintaining the confidentiality of any passwords or other account identifiers which you choose or are assigned as a result of registration; and (b) all activities that occur using such password or account. Further, you agree to immediately notify PMI of any unauthorized use of your password or account.

6. Submissions

You acknowledge that in the course of being a member of the Website you will be encouraged to submit opinions, feedback, ideas, suggestions, and other materials to PMI both through the Website and through other channels (for example, completing email surveys) ("**User Submitted Content**"). You hereby assign all right, title and interest and all intellectual property rights therein to the User Submitted Content to PMI. You hereby waive any moral rights you have in any User Submitted Content. You hereby represent and warrant that User Submitted Content does not infringe the intellectual property or other rights of any third parties. As a member of the Website, you may be provided with the ability to provide comments or feedback to PMI or to other members. When submitting survey responses, comments and/or feedback, you will, to the best of your ability, ensure that all responses are truthful and reflect your own personal views. When submitting comments or feedback as may be applicable, you will not post:

- (i) Lengthy quotes or excerpts.
- (ii) Press releases and/or advertising.
- (iii) Personal contact information, including e-mail addresses, phone numbers and street addresses.
- (iv) Racist, sexist or otherwise offensive language.
- (v) Personal attacks and defamatory statements.
- (vi) Any material that has been copied from another source for which proper attribution has not been provided.
- (vii) Any material that violates applicable law.
- (viii) Your personal contact information or that of another person.

Violating the above guidelines will result in the removal of your comment, and possibly the banning of your account.

7. Confidential Information and Privacy

PMI's use of your personal information will comply with the terms of our privacy policy.

<https://www.theweathernetworkroundtable.com/MediaServer/Shared/The%20Weather%20Network%20Roundtable%20Privacy%20Policy%20-%20Nov%202013.pdf>

8. Linked Sites

Websites accessed via hypertext link or other means from this Website have, unless otherwise indicated, been independently developed by third parties and we do not warrant the accuracy or completeness of the information contained in such sites. The inclusion of any information, material, content or links on this Website should not be construed as an express or an implied endorsement of any third party products or services.

9. Indemnification

To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless PMI, its affiliates and related companies, and each of their respective directors, officers, employees, consultants and agents from and against all claims, liability, and expenses, including all legal fees and costs, arising out of: (i) your breach of these terms and conditions; (ii) your use of this Website, and (iii) your provision of any User Supplied Content. PMI reserves the right, in its sole discretion and at its own expense, to 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.

10. Recourse

If you are dissatisfied with this Website, its services or these provisions, your sole and exclusive remedy is to discontinue using this Website. These provisions shall survive any such termination.

11. Modifications

PMI reserves the right, in its sole discretion to add to, remove from, modify or otherwise change any part of these Terms and Condition, in whole or in part at any time. Except as expressly contemplated herein, changes will be effective when notice of such change is posted on the Website. Please check these terms and conditions regularly for updates by checking the "Last Updated" date at the top of this document. If any change is not acceptable to you, you must discontinue your use of the Website immediately. Your continued use of the Website after any such changes are posted, will constitute acceptance of those changes.

12. Miscellaneous Terms

Any disputes arising hereunder shall be governed exclusively by the laws of the province of Ontario and the laws of Canada applicable therein, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Ontario and/or the Federal Court of Canada in Ontario, or any other judicial district or jurisdiction as PMI may determine, in any and all actions, disputes, or controversies relating hereto. These provisions and any rules, policies or guidelines posted on this Website by PMI constitute the entire agreement between PMI and you with respect to the subject matter hereof. No waiver by either PMI or you of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision contained herein shall be determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction, such termination shall not affect the remaining provisions contained herein. The parties have required that these provisions and all documents relating thereto be drawn up in English. PMI reserves the right to terminate your access to the Website at any time for any reason whatsoever.

13. Contact Us

We hope this statement has been informative and clear. Please e-mail us regarding any questions or further information you may be interested in.