

OneSoccer Website Terms of Use

These terms of use ("**Terms of Use**" also referred to as this "**Agreement**") govern the access and use of OneSoccer website (the "**Website**") operated by Mediapro Canada, Limited ("**MEDIAPRO**"), a corporation incorporated in the Province of New Brunswick with its business address at 40604 Sladeview Crescent, Unit 2, Mississauga, ON L5L 5Y5. By accessing any element of the Website you agree to be bound by these Terms of Use. **If you do not agree to these Terms of Use, do not access the Website.**

Any references herein to "you", "your" and "User" in these Terms of Use are to the user who accesses the Website.

UNLESS YOU ARE A SUBSCRIBER TO THE "ONE MONTH SOCCER FOR BUSINESS" OR "ONE SEASON SOCCER FOR BUSINESS" SUBSCRIPTION PACKAGE, YOU ARE ONLY PERMITTED TO USE THE WEBSITE AND THE SERVICE FOR PERSONAL USE AND YOU MAY NOT USE THE SERVICE FOR COMMERCIAL USE OR PUBLIC DISPLAY.

IF YOU ARE A RESIDENT OF THE UNITED STATES OF AMERICA (THE "U.S."), THESE TERMS OF USE CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT GOVERNS ANY DISPUTES BETWEEN YOU AND MEDIAPRO. UNLESS YOU ARE AN INDIVIDUAL CONSUMER AND OPT OUT, AS DESCRIBED BELOW, YOUR RIGHTS REGARDING RESOLUTION OF DISPUTES WITH MEDIAPRO WILL BE MATERIALLY AFFECTED. THESE INCLUDE, BUT ARE NOT LIMITED TO, THE FACT THAT THESE TERMS OF USE (a) ELIMINATE YOUR RIGHT TO BRING A LAWSUIT AGAINST MEDIAPRO IN COURT AND (b) ELIMINATE OR SIGNIFICANTLY CURTAIL YOUR RIGHTS TO BRING ANY ACTION AGAINST MEDIAPRO ON A CLASS OR COLLECTIVE BASIS OR TO PARTICIPATE IN ANY SUCH PROCEEDINGS.

IF YOU ARE A BUSINESS CUSTOMER, THESE TERMS OF USE CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT GOVERNS ANY DISPUTES BETWEEN YOU AND MEDIAPRO.

1. THE WEBSITE

The Website is owned and made available to Users by MEDIAPRO pursuant to these Terms of Use. The Website facilitates MEDIAPRO's online video streaming service that allows Users to purchase a programming package to view OneSoccer (the "**Service**"). The Service allows you to view, preview, access and select from MEDIAPRO's offerings of live, online, on-demand and, where available, catch-up programming, including certain audio, graphics, text, special features and video content.

Your use of the Service will be governed by your Subscription Agreement and Conditions for Use of Services (the "**Subscription Terms and Conditions**"). Your Subscription Terms and Conditions will have been emailed to you upon registration and are also available in the user account section of the Website.

2. TERMS OF USE ARE BINDING

These Terms of Use supplement all other MEDIAPRO general terms governing any service, procedure, platform, or medium that, where appropriate, is necessary for the use of the Website,

including any applicable terms of any of MEDIAPRO's parent, affiliates or subsidiaries including, but not limited to, MEDIAPRODUCCIÓN S.L.U.

In the event of conflict or inconsistency between these Terms of Use and your Subscription Terms and Conditions, your Subscription Terms and Conditions shall prevail.

Your use of the Website is at your own risk. You agree that the use of the Website and adherence to these Terms of Use is your sole responsibility.

These Terms of Use may be amended from time to time in whole or in part by MEDIAPRO in its absolute and sole discretion. You agree to review the Terms of Use periodically to be aware of modifications and your continued use of the Website shall be deemed your acceptance of the modified Terms of Use. If you are a subscriber to the Service, you will be sent notice of any changes in accordance with the Subscription Terms and Conditions. If you do not agree to any changes you may discontinue using the Website. You may not make any changes to these Terms of Use, other than in the event that, if you are an individual consumer resident in the U.S., you elect to opt out of the arbitration agreement and class action waiver pursuant to the procedures specifically set forth herein.

3. REGISTRATION

In order to access and use the Service, you are required to register on this Website and purchase a subscription package. If you choose to register or subscribe for the Service, you agree to provide accurate and current information about yourself as required by the registration and subscription process.

You may only register on this Website and purchase a subscription package if you are of the age of majority in your province, territory, state or country of residence. In cases where you have allowed a minor to access the Service or the Content (i.e., an individual under the age of majority in his or her province, territory, state or country of residence), you recognize that you are fully responsible for: the conduct of such minor; controlling the minor's access to and use of the Service and the Content; and the consequences of any use or misuse of the Service or the Content by a minor. You acknowledge that Content displayed or accessed through the Service may contain mature content that may be inappropriate for minors.

4. ACCESS

You require an Internet connection to use the Website. As noted, the use of the Service requires registration and a subscription. Some aspects of the Website and/or the Service may not be available to you unless the applicable personal computer, mobile device, tablet device or other viewing or digital device you use to access the Website and the Service satisfy minimum technical requirements.

At present, these minimum technical requirements include:

- a computer with Windows 10 operating system or later;
- an Internet connection with a bandwidth of not less than 3Mb, although the recommended bandwidth is 10Mb; and
- if you are accessing the Website or the Service from tablets, smartphones, smart televisions, consoles and other compatible devices, you must download the mobile App associated with the Service.

MEDIAPRO may change compatible devices and these technical requirements from time to time in its sole discretion. You are solely responsible for updating or maintaining your devices and Internet connection as necessary to meet these requirements, including but not limited to, confirming that appropriate security settings have been selected to allow transmission of the content accessible through the Website (the "**Content**"). You are solely responsible for any data/roaming usage and charges you incur to access the Website and/or the Service.

5. WEBSITE CONTENT

The Content accessible through the Website in relation to the Service is dependent upon your subscription package.

To access the Content on the Website, you must log in to your user account. You are solely responsible and liable for the use or any misuse of the Website and the Service through your account. If you suspect or become aware of any unauthorized access to your account, you must notify MEDIAPRO promptly. You are responsible for the confidentiality of your username and password.

User personal data will be treated in accordance with Section 8 (Privacy Policy) of these Terms of Use.

You acknowledge that viewing quality and the time it takes to begin watching Content on the Website may vary depending on the quality and availability of your Internet or mobile connection, your bandwidth, location and the capabilities of your viewing device. You also acknowledge that from time to time you may experience video and/or audio re-buffering or drop-outs; live streaming may be subject to unexpected blackouts. MEDIAPRO makes no warranty as to the quality of the Content viewing on your device or through the Website.

To the extent that any links are made available to you via the Website to third party websites, these links are provided for convenience only. If you decide to visit any linked site, you do so at your own risk. It is your responsibility to take protective measures to guard against viruses and other destructive elements. MEDIAPRO is not responsible for the content of any such linked sites or any other web page that is not part of a MEDIAPRO website or under the control of MEDIAPRO. Accordingly, you agree that MEDIAPRO is not responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in any site linked from the Website, or compliance of the linked site with any legal obligations with respect to privacy or other applicable laws.

6. INTELLECTUAL AND INDUSTRIAL PROPERTY

6.1 Ownership

MEDIAPRO and its parent, subsidiaries and/or affiliates, including MEDIAPRODUCCIÓN S.L.U. (all of which are included in references to MEDIAPRO in this section) or its licensors own all right, title and interest in and to the Website and the Service (and its underlying components and materials, including but not limited to Service-related content, videos, images, designs, texts, photographs, software, etc.), and all associated copyright, trademark, patent, trade secret, and design right ("**Intellectual Property**"). You acknowledge and agree that except as otherwise expressly provided herein, you have no rights in the Website, the Service, the Content provided or the Intellectual Property and that, unless you are a subscriber to "One Month Soccer for Business" or "One Season Soccer for Business" you only have a limited license to access the

Service for personal, non-commercial entertainment purposes, and in certain cases, a limited right to view the Content.

6.2 Limited License

Subject to your compliance with these Terms of Use, you are hereby granted a limited, non-exclusive, and non-transferable right to use and access the Website and the Service and/or to view the Content via streaming on your device in accordance with the privileges associated with your registration and subscription package. Except for the foregoing limited license, no right, title or interest is transferred or conveyed to you.

6.3 Restrictions and Limitations

In addition to any other restrictions set out in these Terms of Use, you are not permitted to download, reproduce, copy, paste, transmit, distribute, alter, decompile, communicate or make available to the public (subject to the limited exception for "One Month Soccer for Business" or "One Season Soccer for Business" subscribers), upload, sell, trade, offer for sale, exhibit, broadcast, translate, transform, modify, or manipulate the Website or the Service, the Content, or the Intellectual Property in any way or for any purpose, without the prior written consent of MEDIAPRO which may be withheld arbitrarily in MEDIAPRO's absolute and sole discretion.

Use of the Website, the Service, the Content and the Intellectual Property for any commercial purposes, other than the limited exception for "One Month Soccer for Business" or "One Season Soccer for Business" subscribers, is strictly forbidden.

You will not engage in, permit or allow activities that infringe any third party's intellectual property rights, including but not limited to sharing or making available the content or the services and materials provided by MEDIAPRO to third parties vis-a-vis any means whatsoever including peer-to-peer or file sharing systems or sites, streaming systems or sites, set-top boxes, or any other similar system or method that exists now or in the future. You are furthermore prohibited from sharing or transmitting any information that violates the rights of MEDIAPRO or third parties, or that violates any applicable standard (e.g. morality or public order) or law.

Any use or modification of the Website, the Service, the Content or Intellectual Property for any unauthorized purpose is prohibited and deemed to be a violation of local and international intellectual property laws and treaties and other national and/or international standards and treaties that apply to the protection of copyright, trademarks, patents, designs and other forms of intellectual property, for which you are solely responsible. You are likewise solely responsible for any unlawful acts committed by you or persons under your charge.

6.4 User Generated Content

In the event that you provide any comments, information, videos, photographs, ideas, concepts, reviews, techniques or any other material contained in any communication that you may post, upload or submit to MEDIAPRO ("**User Content**"), should such features be made available to you, you automatically grant MEDIAPRO a perpetual, royalty-free, irrevocable license to use, reproduce, modify, adapt, create derivative works from, publish, translate, license, transmit, distribute and otherwise exploit any or all portions of such User Content in any manner and media and by means of any technology now known or hereafter developed. In addition, you hereby irrevocably waive all "moral rights" in any such User Content. You also confirm to MEDIAPRO that the User Content is wholly original to you; that the User Content does not contain any confidential or proprietary information; that the User Content does not infringe any third party's rights including intellectual property rights, and that MEDIAPRO is free to implement the User Content, at its discretion, as provided by you or modified by it, without obtaining further permission from you or any third party, and without any additional consideration of any kind.

MEDIAPRO is not obligated to review, pre-screen, monitor, delete or edit User Content. However, it reserves the right to do so at any time in its sole discretion, and to refuse, delete, remove or edit any User Content, in whole or in part, with or without notice, at its sole discretion and without any responsibility or liability.

7. CONDITIONS OF USE

7.1 Use of the Website

User agrees to appropriately use the Website and its Content. This includes adherence with all applicable laws, rules, regulations or other restrictions on the use of the Website, the Service or the Content. When accessing or using the Website, User agrees to (i) not engage in any illegal activities; (ii) not disseminate any content or propaganda that is racist, xenophobic or pornographic, that advocates terrorism, threatens human rights, and/or causes damage to MEDIAPRO, its suppliers or third parties' physical property and systems; and (iii) not introduce and/or spread any computer virus and/or other system capable of causing damage to the Website or its Content.

User agrees to be responsible for the access and use of the Website and/or its Content by any other person using User's account. User shall be responsible for the compliance of these Terms of Use by any other person accessing the Website and/or its Content through User's account.

Subject to the limited applicable exceptions set out in your Subscription Terms and Conditions for "One Month Soccer for Business" or "One Season Soccer for Business" subscribers only, MEDIAPRO does not authorize the reproduction, distribution and/or public transmissions of the Content (i) in public places, including but not limited to, neighbourhood communities, hotels, motels, bars, premises, hospitals and clinics, residences for the elderly and students, restaurants, shopping centres, buses, trains, airplanes or other passenger transportation vehicles, web pages, social media accounts; or (ii) in any other manner not permitted in these Terms of Use and your Subscription Terms and Conditions.

In the event that User (or any other person using User's account) fails to comply with this Section 7.1, and reproduces, distributes or transmits the Content in a public place in contravention of the Subscription Terms and Conditions applicable to the User's subscription, MEDIAPRO reserves the right to interrupt the Service and restrict access to the Website immediately. You may be held liable for any damages caused to MEDIAPRO and/or third party as a result of failing to comply with this Section 7.1.

7.2 Disclaimer of Warranties and Limitation of Liability

THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE IN ADDITION TO, AND IN NO WAY LIMIT, ANY OTHER DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET OUT IN THESE TERMS OF USE.

ALL DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE FOR THE BENEFIT OF MEDIAPRO, ITS PARENT, SUBSIDIARIES, AFFILIATES AND ALL OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS.

IN NO EVENT SHALL ORGANIZERS OF TELEVISED EVENTS BE LIABLE FOR ANY DAMAGE WHATSOEVER ARISING FROM THE TRANSMISSION OF CONTENT ON THE WEBSITE.

YOUR USE OF THE WEBSITE AND THE SERVICE IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE WEBSITE, THE SERVICE AND ALL ASSOCIATED CONTENT, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. MEDIAPRO DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, THE ABSENCE OF VIRUSES, OR THE CORRECTNESS, ACCURACY, DATA SECURITY OR PRIVACY, QUALITY OR RELIABILITY OF THE CONTENT.

MEDIAPRO DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF THE WEBSITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. MEDIAPRO SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, DEVICES, THE INTERNET AND ANY SOFTWARE (INCLUDING ANY OF THEIR COMPATIBILITY WITH THE WEBSITE OR THE SERVICE). MEDIAPRO EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND OR NATURE UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY) RESULTING FROM YOUR USE OF THE WEBSITE, THE SERVICE, YOUR INABILITY TO USE THE WEBSITE OR THE SERVICE OR YOUR INABILITY TO ACCESS THE CONTENT OR FOR ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR USER PROFILE.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL MEDIAPRO BE LIABLE TO YOU, FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND. MOREOVER, TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, ANY ACTUAL DAMAGES TO WHICH MEDIAPRO MAY BE FOUND LIABLE TO YOU SHALL NOT EXCEED THE TOTAL SUM PAID TO MEDIAPRO BY YOU OVER THE TERM OF YOUR RELATIONSHIP WITH MEDIAPRO.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, MEDIAPRO'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

7.3 Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless MEDIAPRO, its parent, subsidiaries, affiliates and any of their shareholders, directors, officers, employees, agents, licensors, service providers and/or suppliers from and against any and all claims, liability, losses, actions, proceedings, suits, damages, settlements, penalties, fines, costs or demands, including without limitation, reasonable legal fees resulting from or in any way related to: your breach of any provision of these Terms of Use; your use of the Website; your alleged or actual infringement of any third party's rights including any intellectual property rights; or content submissions, including User Content, made by you through the Website or by anyone using your registered account.

You shall use your best efforts to cooperate with MEDIAPRO in the defence of any claim for which indemnification is provided herein. MEDIAPRO reserves the right to control exclusively its own defence as well as any matter otherwise subject to indemnification by you.

8. PRIVACY POLICY

MEDIAPRO will process your personal data in accordance with its [Privacy Policy](#) and [Cookies Policy](#). These policies are incorporated into and form part of this Agreement.

You acknowledge that, subject to the Privacy Policy, MEDIAPRO may disclose information relating to your use of, or access to, the Website and the Service that is necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction.

9. GOVERNING LAW

With the exception of residents of the Province of Québec and the U.S., these Terms of Use shall be interpreted, construed and governed by the laws in force in the Province of Ontario, Canada and the federal laws applicable therein without regard to any principles of conflicts of laws. If you are an individual consumer, these terms will not limit any consumer protection rights that you may be entitled to under the mandatory law of the jurisdiction in which you reside.

If you are a resident of the Province of Québec, these Terms of Use shall be interpreted, construed and governed by the laws in force in the Province of Québec, Canada, and the federal laws applicable therein, without regard to any principles of conflicts of laws.

If you are a resident of the U.S., these Terms of Use shall be interpreted, construed and governed by the laws in force in the state in which you reside, and the federal laws applicable therein, without regard to any principles of conflicts of laws.

10. JURISDICTION (NON-U.S. RESIDENTS)

A. Individual Consumers in Canada

If you are an individual consumer resident in Canada (except in the Province of Québec), you hereby irrevocably attorn, and agree to submit, to the exclusive jurisdiction of the courts of the Province of Ontario, Canada, located in the City of Toronto for the resolution of any disputes arising under or in any way relating to these Terms of Use and waive any objections based on forum.

If you are an individual consumer resident in the Province of Québec, you hereby irrevocably attorn, and agree to submit, to the exclusive jurisdiction of the courts of the Province of Québec for the resolution of any disputes arising under or in any way relating to these Terms of Use and waive any objections based on forum.

B. Individual Consumers in Europe, including the United Kingdom

If you are an individual consumer resident in Europe, including the United Kingdom, you hereby irrevocably attorn, and agree to submit, to the exclusive jurisdiction of the courts of the Province of Ontario, Canada, located in the City of Toronto for the resolution of any disputes arising under or in any way relating to these Terms and Conditions and waive any objections based on forum, unless otherwise provided by mandatory legal provision.

C. Businesses in Canada

If you are a business customer located in Canada, in the event of any and all controversies, claims or disputes, including but not limited to those arising out of or relating to these Terms of Use, or the breach thereof, you and MEDIAPRO shall consult and negotiate with each other and attempt to reach a satisfactory resolution. If no settlement is reached within a period of thirty (30) days,

then, upon notice by any party to the other, any such unresolved controversy, claim or dispute shall be settled by arbitration administered by the International Centre for Dispute Resolution Canada in accordance with its Canadian Arbitration Rules. The number of arbitrators shall be one (1). The place of arbitration shall be Toronto, Ontario, Canada. The arbitration shall be conducted in the English language. An arbitrator may award any relief that would be available in a court, including injunctive or declaratory relief and must follow and enforce this Agreement as a court would.

Except as may be required by law or for the enforcement of an arbitration award, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

You expressly waive your right to participate as a member of any class, consolidated or representative action or proceeding. You and MEDIAPRO each agree that any and all controversies, claims or disputes between you and MEDIAPRO, including but not limited to those arising out of or relating to these Terms of Use, or the breach thereof, will be conducted only on an individual basis and not in a class, consolidated or representative action or proceeding.

D. Businesses (Non-U.S., Non-Canadian)

If you are a business customer located in any jurisdiction other than Canada or the U.S., in the event of any and all controversies, claims or disputes, including but not limited to those arising out of or relating to these Terms of Use, or the breach thereof, you and MEDIAPRO shall consult and negotiate with each other and attempt to reach a satisfactory resolution. If no settlement is reached within a period of thirty (30) days, then, upon notice by any party to the other, any such unresolved controversy, claim or dispute shall be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its the provisions of its International Arbitration Rules. The number of arbitrators shall be one (1). The place of arbitration shall be Barcelona, Spain. The arbitration shall be conducted in the English language. An arbitrator may award any relief that would be available in a court, including injunctive or declaratory relief and must follow and enforce this Agreement as a court would.

Except as may be required by law or for the enforcement of an arbitration award, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

You expressly waive your right to participate as a member of any class, consolidated or representative action or proceeding. You and MEDIAPRO each agree that any and all controversies, claims or disputes between you and MEDIAPRO, including but not limited to those arising out of or relating to these Terms of Use, or the breach thereof, will be conducted only on an individual basis and not in a class, consolidated or representative action or proceeding.

11. MANDATORY ARBITRATION OF DISPUTES AND CLASS ACTION WAIVER (U.S. RESIDENTS)

The terms of this Section 11 apply only to residents of the U.S.

PLEASE READ THIS SECTION CAREFULLY. It affects rights that you may otherwise have. It provides for resolution of most disputes through private arbitration instead of through court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery may be more limited. Arbitration is final and binding with no right of appeal and subject only to a very limited review by a court. This arbitration agreement and class action waiver shall survive termination of the Terms of Use.

Binding Arbitration: ANY AND ALL DISPUTES AND CLAIMS arising out of or relating to your relationship with MEDIAPRO or any related entity or your use of any product or service provided by MEDIAPRO or any related entity (whether arising in contract, tort, statute, fraud, misrepresentation, or any other legal theory) or your use of any service provided by MEDIAPRO will be resolved by **BINDING ARBITRATION**, except that either party may take claims to small claims court if they qualify for that court. For the avoidance of doubt, the scope of this arbitration agreement and class action waiver is intended to be interpreted broadly. Notwithstanding this arbitration agreement and class action waiver, either party shall have the right to bring any disputes related to intellectual property to a court of competent jurisdiction, including but not limited to secure injunctive relief necessary to protect such rights.

Pre-Filing Notice Requirement: For all disputes, you must first send a written description of your claim to our customer service department to allow us an opportunity to resolve the dispute informally. You and we each agree to negotiate your claim in good faith. You may request arbitration under this arbitration agreement and class action waiver if your claim has not been resolved within 60 days.

Opt-Out Procedure: Notwithstanding the above arbitration agreement and class action waiver, if you are an individual consumer you may choose to pursue your claim in court and not by arbitration if you opt-out of this arbitration agreement and class action waiver within 30 days of your initial receipt of these Terms of Use. All other terms of these Terms of Use, other than the arbitration agreement and class action waiver, will not be affected by any opt-out. Individual consumers may opt-out of this arbitration agreement and class action waiver by sending MEDIAPRO a written notice that you intend to opt out at the following email address: info@onesoccer.ca. Any opt-out received after this 30-day opt-out deadline, plus an additional 3 days for mailing, will not be valid and you will be bound by this arbitration agreement and class action waiver.

Arbitration Procedures: The arbitration of any dispute or claim shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") in effect at the time of the filing of any arbitration, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this arbitration agreement and class action waiver. The AAA Rules and information about arbitration and fees are available online at www.adr.org. Any arbitration will be held in a reasonably convenient location in the state in which you reside or at another mutually agreed location. The arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce this Agreement as a court would. Any arbitration shall be confidential, and neither you nor MEDIAPRO may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction to do so.

Costs of Arbitration: Upon filing of the arbitration demand, MEDIAPRO will pay all filing, administration and arbitrator fees other than the initial filing fee. Each party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. However, for claims under USD\$10,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs as determined by the arbitrator. Except for claims determined to be frivolous under applicable law, MEDIAPRO agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

Class Action Waiver and Jury Waiver: You and MEDIAPRO each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between you and MEDIAPRO that this class action waiver is unenforceable, the arbitration agreement will be void as to you. If you opt out of the arbitration provision as specified above, this class action waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding without having complied with the opt out procedure set forth above. If for any reason this arbitration agreement is held to be invalid and a claim proceeds in court rather than through arbitration, you and MEDIAPRO each waive any right to a jury trial that may otherwise exist.

12. CUSTOMER SERVICE

To reach customer service, please contact info@onesoccer.ca. MEDIAPRO may provide technical assistance in relation to the diagnosis and resolution of incidents pertaining to the Website or the Service. However no technical support or assistance will be provided for any issue related to your devices, software or Internet connection.

13. NOTICE

Unless otherwise expressly set out herein, any notice or other communication to MEDIAPRO by you shall be made to info@onesoccer.ca. Notice shall be deemed received from the moment an email is transmitted.

14. GENERAL

14.1 No Waiver

MEDIAPRO's failure to insist upon or to enforce strict performance of any right or provision of these Terms Use does not constitute a waiver of any right or provision.

14.2 Severability

Each provision of these Terms of Use is severable from the others. To the extent permitted by law, if any provision of these Terms of Use or the application thereof to any circumstances is held to be invalid or unenforceable, that provision/those provisions shall be severed and the remaining provisions or the application thereof to other circumstances, shall not be affected and shall be valid and enforceable.

14.3 Language

You and MEDIAPRO have requested that these Terms of Use and all correspondence and all documentation related to these Terms of Use be written in the English language. *Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.*

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