

TERMS OF USE

LAST UPDATED: September 28, 2022

THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES (SECTION 13), DISCLAIMERS OF LIABILITY AND AN EXCLUSIVE REMEDY (SECTION 14), AND A CLASS ACTION WAIVER (SECTION 19). PLEASE READ THEM CAREFULLY.

1. This is a Legal Agreement

These Terms of Service (the "Terms") are a legal agreement between you and Oilers Entertainment Group and its affiliates, including without limitation, Edmonton Oilers Hockey Corp., OEG Digital Inc. and Edmonton Major Junior Hockey Corporation (collectively, "OEG", "we", "our", "us") governing your access to and use of the websites, digital platforms, our mobile and other software applications (each, an "app"), and any other online services that displays or provides an authorized link to these Terms (collectively, our "Services").

Please read the Terms carefully before using the Services. You may wish to print a copy of these Terms or save them to your device for future reference. Your use of the Services indicates your acceptance and agreement to be bound by the Terms. Do not use the Services if you do not accept the Terms. We may modify the Services or the Terms at any time, for example to reflect changes in laws or regulatory requirements. Any use of the Services by you after we post modifications to the Terms constitutes your acceptance of those modifications.

2. Prohibited Content and Activities

You may not access or use, or attempt to access or use, the Services to take any action that could harm us or any other person or entity (each a "person"), interfere with the operation of the Services, or use the Services in a manner that violates any laws. For example, you may not:

- Impersonate any person or falsely state or otherwise misrepresent your credentials, affiliation with any person, or the origin of any information you provide;
- Engage in unauthorized spidering, scraping, or harvesting of content or information, or use any other unauthorized automated means to compile or distribute information or any other content;
- Solicit, collect, transmit, store, or otherwise make available private information of any third party including, without limitation, telephone numbers, addresses, last names, email addresses, Social Security numbers, or credit or debit card numbers;
- Obtain or attempt to gain unauthorized access to other computer systems, materials, information, or any services available on or through the Services;
- Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services or attempt to probe, scan, test the vulnerability of, or breach the security of any system, device, or network;
- Circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise alter or interfere with (or attempt, encourage, or support anyone else's attempt to engage in such activities) any of the software comprising or in any way making up a part of the Services. The use or distribution of tools designed for compromising security (*e.g.*, password guessing programs, cracking tools, or network probing tools) is strictly prohibited;
- Use or attempt to use another's information, account, password, service, or system except as expressly permitted;
- Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
- Upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to our or our users' computers, devices, or systems; or
- Engage in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that, in our sole judgment, exposes us, users, or any other third party to any liability, damages, or detriment of any type.

Violations of system or network security and certain other conduct may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms. We may suspend or terminate your access to the Services for any or no reason at any time without notice.

3. User Submissions

Certain areas of the Services may enable you to post comments, send emails, or otherwise post, publish, submit, transmit, upload, send, or otherwise provide ("provide") information to us or other persons. You remain fully responsible for the content and other materials that you provide to us or others in connection with the Services, including without limitation information, audio recordings, videos, photographs, documents, or other materials ("User Content"). You agree not to provide User Content that:

- Infringes on, misappropriates, or otherwise violates the copyright, trademark, patent, or other intellectual property right of any person;
- Is false, misleading, libelous, slanderous, defamatory, obscene, abusive, hateful, threatening, harassing, or sexually-explicit;
- Violates a person's right to privacy or publicity;
- Contains advertising or a solicitation of any kind;
- Exploits, harms, personally attacks (personal attacks include, but are not limited to, defamatory, sexual and/or sexually implicit remarks) or impersonates any person or entity, including an OEG representative, an NHL or WHL Member Club representative, a current or former NHL or WHL Member Club player, or falsely states or otherwise misrepresents an affiliation with a person or entity;
- Degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification;
- Transmits, stores, or otherwise makes available a virus, trojan horse, worm, time bomb, spyware, bot, or other harmful or deleterious programming routine;
- Transmits, stores, or otherwise makes available material which contains any material of a commercial nature, including but not limited to advertising, promotions, "junk mail," "spam," "pyramid schemes," "chain letters," or solicitation of any kind;
- Transmits, stores, or otherwise makes available material which is irrelevant to the subject matter of the Services;
- Contains epithets or other language or material intended to intimidate or to incite violence; or
- Violates any applicable local, state, national, or international law, or advocates illegal activity.

We also, to the extent permitted or required by law, have the right to disclose your identity to any third party who is claiming that any User Content you provide us or others in connection with the Services constitutes a violation of the third party's intellectual property rights, of the third party's right to privacy, or of any other applicable local, state, national, or international law.

The Services may also offer opportunities for you to transmit User Content via third party social networking websites and products ("Third Party Social Networking Features"). Any use of Third Party Social Networking Features is subject to the then current terms of use of the applicable third party website or product and not these Terms, unless you are notified otherwise, in which case the terms and conditions set forth in such notification will apply.

If the Services permit you to provide us User Content, you may only provide User Content that is original and that you have the right to provide. By providing us User Content, you grant us a royalty-free, irrevocable, perpetual, non-exclusive, worldwide, fully sub-licensable, transferable, license to publish, reproduce, distribute, transmit, display, perform, edit, adapt, modify, translate, create derivative works of, sell, offer for sale, export, and otherwise use and exploit your User Content (or any portion thereof) in any way that we want and in any form, media, or technology now known or later developed. You hereby waive any moral rights you may have in your User Content to the extent permitted by applicable law. You represent that you have obtained all necessary permissions from any person or

entity identified in or implicated by your submission (including those shown in photographic or video content), and, in the case of minors, also from their parents or legal guardians, as appropriate.

By providing your User Content to us, you agree to these Terms. If you do not want to grant us permission to use your User Content in accordance with these Terms, please do not provide it to us on our Services.

We are not obligated to publish or use your User Content. The posting or publishing of any User Content or OEG Content (as defined in Section 6) is not in any way intended to state, suggest, or imply endorsement by OEG, including as to the truth, validity, or reliability of the User Content or OEG Content. OEG is not responsible for any User Content or OEG Content and has no duty to monitor the User Content or OEG Content posted on the Services. You use any information contained in User Content or OEG Content at your own risk. OEG and its designees have the right, but not the obligation, in their sole discretion, to monitor, review, edit, remove, delete, disable, refuse, restrict, or terminate access to your User Content or the Services (in whole or in part) at any time, without prior notice and in our sole discretion, for any or no reason. The obligations that you have to us under these Terms shall survive termination of the Services, any use by you of the Services, any User Content on the Services, or these Terms. You shall not continue to post any User Content that we have previously advised you not to post.

You acknowledge that by submitting your User Content, no confidential, fiduciary, contractually implied, or other relationship is created between you and OEG or between you and any of OEG's third party providers other than as expressly set forth in these Terms. You acknowledge that OEG is not responsible or liable for, and cannot and does not guarantee, the accuracy, completeness, or reliability of information in any User Content. You are solely responsible for your interactions with other users of the Services. You may use various features (e.g., within the comments sections) to report violators within the User Content. We reserve the right, but have no obligation, to monitor disputes between you and other users. Display of any User Content in any Service does not constitute approval or endorsement by OEG.

The Services may offer you opportunities to vote in connection with certain events and also to enter contests and sweepstakes. By casting a vote or entering contests or sweepstakes, you signify your agreement to all special terms set forth on the Services applicable to the balloting, contest or sweepstakes, as well as to the terms set forth in these Terms.

If you are under the age of 13, you may not provide any User Content to us. If you are under the age of majority in your jurisdiction of residence but at least 13 years of age, subject to any applicable sweepstakes, contest, or other supplemental terms, you may provide User Content but only with the permission of, and under the supervision of, a parent or legal guardian. If you are a parent or legal guardian agreeing to these Terms for the benefit of an individual between the ages of 13 and the age of majority in your jurisdiction of residence, please be advised that you are fully responsible for their User Content and any legal liability that they may incur.

4. Subscription Services

- *Subscription Services.* Certain Services, such as Oilers+, may be available only through creation of a subscription account and payment of a fee ("Subscription Services"). Through such Subscription Services accounts, you will have access to the Subscription Services for a fixed term, which may renew automatically as described in these Terms. Please note that for Oilers+, OEG Digital's Terms of Service will apply. Please refer to Oilersplus.com/subscription for payment terms of any Oilers+ subscription.
- *Access Restrictions.* You are not authorized to access any Subscription Services unless you (i) have opened a subscription account with OEG (or with Oilers+), and paid the appropriate fee; (ii) have received access credentials (including a username and password), and (iii) are using those access credentials. You may not assist anyone else in accessing Subscription Services on an unauthorized basis, including by sharing, selling, publicly offering, or offering to sell your access credentials or providing any content or other materials that you obtained through Subscription Services to third parties or otherwise in violation of these Terms. You are responsible for maintaining the confidentiality of your access credentials and if you know or suspect that anyone other than

you knows your access credentials, you must promptly notify us. You are also responsible for all usage or activity on your Subscription Services accounts, including the use of Subscription Services by any third party authorized by you to use your access credentials. Such responsibility expressly includes any purchases made or other charges incurred on your credit or debit card in connection with your use (or an authorized third party's use) of the Subscription Services. In the event of any fraudulent, abusive, or otherwise illegal activity on your Subscription Services accounts, we may, in our sole discretion, terminate those accounts and refer you to appropriate law enforcement agencies. You may be responsible for damages from any such fraudulent, abusive, or otherwise illegal activity.

- *Devices and Minimum System Requirements.* Some Subscription Services, such as Oilers+ and any other video services, are accessible only using certain devices that meet certain minimum system requirements. You should investigate Subscription Services before you pay for access to them to ensure that they will be compatible with your device, because we are not obligated to refund any fees you paid if the Subscription Services to which you subscribe are not compatible. For some devices, the payment for Subscription Services may be processed by the device provider. Those payments will be governed by the device provider's terms, including its cancellation and refund policy. Other restrictions, including restrictions on the availability of the devices or the Subscription Services in certain countries, may apply.
- *Suspension or Termination.* We may suspend or terminate your access to Subscription Services at any time without notice to you. If we do so, you will not be responsible for fees associated with the Subscription Services after the termination becomes effective, but you will not have any other remedies against us, and we will not issue any refunds. If you have breached or violated any obligation under these Terms, you will not be entitled to any remedy.
- *Billing and Payment.*
 - Age and Billing Authorization. By subscribing to a Subscription Service, you confirm that you are at least 18 years of age, that all information you submit is true and correct (including all credit or debit card information), and that you are the authorized holder of the credit or debit card.
 - Fees. You agree to pay all subscription fees and other charges to your Subscription Services accounts, including any applicable taxes (including any applicable GST tax). OEG (or, where applicable, your device provider) reserves the right to change the amount of, or the basis for determining, any subscription fees or other charges for the Subscription Services and to institute new subscription fees or other charges effective upon prior notice to you.
 - Sales Tax. For certain purchases made via the Services, OEG is required to collect sales tax (including any applicable GST tax). If any sales tax will be collected by OEG in connection with a purchase, that amount will be shown either prior to the completion of any purchase or reflected in the final confirmation of that purchase.
 - Automatic Renewal
 - Monthly Subscription Services. For Subscription Services billed on a monthly basis, your subscription will automatically renew monthly throughout the year every month on the date of your original purchase at the then current full monthly price, unless you cancel your Subscription Service prior to the beginning of the next applicable billing (and renewal) period. The primary credit or debit card you have stored in the Payment Profile section of your Oilers+ account will be charged on or about the same date each month of your subscription as set forth above. If we are unable to process these charges to your primary credit or debit card, an alternative card stored in the Payment Profile section of your Oilers+ account may be charged. If you wish to cancel a Subscription Service, you have two options: (i) you may cancel your monthly subscription in its entirety (including the annual automatic renewal of the Subscription Service in subsequent years) or (ii) you may cancel your monthly subscription for the applicable NHL season, but elect to annually automatically renew (i.e., re-start) your monthly subscription in the following NHL season. To elect either of these options and cancel a Subscription Service, you may login to your Oilers+ account, access the My Account section and follow the applicable instructions, or send an email to support@oilersplus.com. In no event will OEG provide partial or pro-rated refunds. Please see the Cancellation Section below for details regarding refunds.

- Yearly Subscription Services. For Subscription Services billed on a yearly basis, your subscription will automatically renew annually one year from your original date of purchase each year at the then-current year's regular full yearly price, unless you cancel your Subscription Service prior to the beginning of the next applicable billing (and renewal) period. The primary credit or debit card you have stored in the Payment Profile section of your Oilers+ account will be charged each subsequent year as set forth above. If we are unable to process these charges to your primary credit or debit card, an alternative card stored in the Payment Profile section of your Oilers+ account may be charged. To cancel your yearly Service, login to your Oilers+ account, access the My Account section and follow the applicable instructions, or send an email to support@oilersplus.com. In no event will OEG provide partial or pro-rated refunds. Please see the Cancellation Section below for details regarding refunds.

UNLESS YOU NOTIFY US BEFORE THE BEGINNING OF THE NEXT APPLICABLE BILLING (AND RENEWAL) PERIOD THAT YOU WISH TO CANCEL ANY AUTOMATICALLY RENEWING SUBSCRIPTION SERVICE, YOUR SUBSCRIPTION SERVICE WILL AUTOMATICALLY RENEW AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU) TO COLLECT THE APPLICABLE SUBSCRIPTION FEE AND ANY TAXES (INCLUDING APPLICABLE GST TAXES) USING ANY CREDIT OR DEBIT CARD STORED IN THE PAYMENT PROFILE SECTION OF YOUR OILERS+ ACCOUNT.

- Trial Subscriptions. Access to a Subscription Service, including Oilers+, may from time to time be made available on a time-limited free trial basis (a "Trial Subscription"). Please note that these Terms apply to a Trial Subscription. You may be asked to provide your credit or debit card information when registering for a Trial Subscription. In such event, your credit or debit card will only be charged if you do not cancel your Trial Subscription before the end of the Trial Subscription period. If we ask for your credit or debit card information and you do not affirmatively cancel before the end of the Trial Subscription, then your Trial Subscription may be converted into a paid subscription and your credit or debit card may be charged the subscription fee in effect at the time your Trial Subscription first began. By subscribing for a Trial Subscription, you: (i) acknowledge that the Trial Subscription is personal to you and may not be transferred or otherwise assigned to any other person; (ii) acknowledge that the Trial Subscription is intended to permit you to assess the Subscription Services for consideration of a full subscription to the Pay Service (a "Paid Subscription"); and (iii) acknowledge that the Trial Subscription may be subject to other terms and conditions specific to the Trial Subscription being offered, and your use of the Subscription Service during the Trial Subscription period will also be subject to such other terms and conditions and such other terms and conditions shall be incorporated into the Terms; and (iv) ACKNOWLEDGE THAT IF YOU ARE REQUIRED TO PROVIDE YOUR CREDIT OR DEBIT CARD INFORMATION AND THE TRIAL SUBSCRIPTION IS NOT CANCELLED WITHIN THE TRIAL SUBSCRIPTION PERIOD, YOUR TRIAL SUBSCRIPTION WILL CONVERT TO A PAID SUBSCRIPTION THE PRICE OF WHICH WILL BE EQUAL TO THE PRICE OF A PAID SUBSCRIPTION IN EFFECT AT THE TIME THE TRIAL SUBSCRIPTION BEGAN AND THE CREDIT OR DEBIT CARD YOU PROVIDED WILL AUTOMATICALLY BE BILLED BASED ON A PAID SUBSCRIPTION AS IF SUCH PAID SUBSCRIPTION BEGAN ON DAY ONE OF YOUR TRIAL SUBSCRIPTION.

Cancellation. To cancel your subscription to Subscription Services, you must follow the procedures described below. If we do not list cancellation procedures for a particular Subscription Service, you should contact us at support@oilersplus.com. Except as described below, we do not refund or prorate Subscription Services, or any other purchases made through the Services, for any reason. Requests to terminate subscriptions will be effective once the billing period in which we received the cancellation concludes.

5. Registration for Non-Subscription Services

You may be asked to register for certain activities in connection with the Services, including those Services other than Subscription Services (see Section 4 for a discussion of Subscription Services). When you register or provide any

other information in connection with the Services, you agree to provide accurate, current, and complete information about yourself as requested or directed and to promptly update this information to maintain its accuracy. OEG has the right to suspend or terminate any account or other registration and to refuse any and all current or future use if it suspects that such information is inaccurate or incomplete. You are responsible for maintaining the confidentiality of any password and username that you are given or select, and you are responsible for all activities that occur under your password or account.

6. Intellectual Property

All content, information, computer code, software, and any other materials that are part of the Services other than your User Content (collectively, the "OEG Content") is the property of OEG or third parties. You may access, use, and display the Services and print copies of the OEG Content only for non-commercial, informational, personal use, without modification or alteration in any way, and only so long as you comply with these Terms.

- Copyright and Other Intellectual Property Rights. Certain of the OEG Content is protected under the copyright laws of Canada and other countries. You acknowledge that all copyrights and other intellectual property rights related to the Services are owned by OEG or its third-party licensors to the full extent permitted under the Canadian Copyright Act, international copyright laws, and all other applicable laws. Unless expressly permitted by an authorized person in writing or as permitted by applicable law, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit, or in any way use or exploit any part of the OEG Content. To obtain written consent to use a copyrighted work, please contact us using the information in Section 23. Copying or downloading OEG Content other than as stated above is a violation of these Terms.
- Trade and Service Marks. You acknowledge and agree that (i) OEG, the Oilers logos, and the word mark and image of the Edmonton Oilers are registered trademarks of OEG or Edmonton Oilers Hockey Corp.; and (ii) all OEG and Oilers logos and marks as well as other proprietary materials depicted in connection with the Services and the OEG Content are the property of OEG or Edmonton Oilers Hockey Corp. or are licensed to OEG and may not be used commercially without the prior written consent of OEG or its designee, which may be requested via the contact information provided in Section 23.
- Notice of Infringement. OEG respects intellectual property rights. If you believe in good faith that your work has been reproduced or is accessible on the Services in a way that constitutes copyright infringement, please provide our designated agent with the following information in writing:
 - An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
 - Identification of the copyrighted work or a representative list of the works claimed to have been infringed;
 - Identification of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
 - Your name, address, telephone number, and email address, so that we may contact you if necessary;
 - A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
 - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

OEG 's designated agent for notice of claims of copyright is privacy@edmontonoilers.com

Embedding Content. The Services may allow you to embed OEG Content into other web pages. All use of embedded OEG Content must be for non-commercial purposes only, and may be disabled by OEG at any

time and for any reason or for no reason at all. Prohibited commercial uses include any of the following actions taken without the express approval of OEG:

- Selling access to embedded OEG Content on another website;
- Using embedded OEG Content for the purpose of gaining advertising, subscription, or other revenue;
- Creating a website that does nothing more than aggregate a collection of embedded OEG Content and intentionally trying to generate ad revenue from it;
- Using embedded OEG Content that OEG finds, in its sole discretion, competes with or displaces the Services.

You must not establish a link to our Services in any website that requires registration in connection with content from our Services or that otherwise collects personal information in connection with content from our Services. Prohibited commercial uses do not include using embedded OEG Content to show videos on an ad-enabled blog or fan website, provided the embedded OEG Content is not used to gain advertising revenue or compete with the Services.

7. Modular Content

OEG may provide certain content, which includes graphics, text, audio, video, photographs, news, scores, or other material that is capable of being incorporated, including as a module or via an RSS feed or similar technology, into a web site or other online, cable, wireless, or other service other than the Services (“Modular Content”). To the extent that OEG makes Modular Content available, you agree to use it responsibly and consistent with these Terms and any other rules or restrictions provided to you in connection with the Modular Content.

By using Modular Content or incorporating it within or associating it with a web site or other online, cable, wireless, or other service other than the Services, you agree not to: (1) obscure OEG’s branding of the Modular Content, assert or imply ownership or authorship of the Modular Content, or facilitate another party’s assertion or implication of ownership or authorship of the Modular Content; (2) excerpt or edit the Modular Content, except as specifically permitted by OEG; or (3) publish, place, or utilize the Modular Content in a setting or manner in which it may be associated with content or other material that (i) is or may be considered unlawful, threatening, abusive, bigoted, hateful, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (ii) may constitute, advocate or encourage conduct that would constitute or give rise to a criminal offense, civil liability or other violation of any local, state, national or international law; (iii) violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity, or any other proprietary right; (iv) contains or may be associated with a computer virus or other harmful component; (v) constitutes or contains false or misleading indications of origin or statements of fact; (vi) contains any information, software or other material of a commercial nature; or (vii) contains advertising, promotions or commercial solicitations of any kind.

Although OEG is under no obligation to do so and assumes no responsibility or liability arising from any use of Modular Content, OEG may monitor the web sites or other online, cable, wireless, or other services with which Modular Content is used. You agree that you will promptly, and in any event within 24 hours, remove the Modular Content from any web site or other online, cable, wireless, or other service if OEG or its agent requests that you do so, and that you will maintain the ability to remove Modular Content from any web site or online, cable, wireless, or other service on which you cause it to be placed or with which you cause it to be affiliated. You agree that OEG has exclusive discretion to direct that the Modular Content be removed from web sites or other online, cable, wireless, or other services at any time and for any reason, including but not limited to the prohibited uses of Modular Content described above; that OEG may implement and use protections to limit the web sites or other online, cable, wireless, or other services in conjunction with which Modular Content may be used or the manner in which Modular Content may be used; and that OEG may not specifically advise you of the existence or nature of these protections.

OEG provides Modular Content, if at all, on a voluntary basis. OEG expressly disclaims any obligation to provide or update Modular Content, to maintain its availability, or to ensure its accuracy.

By viewing or using Modular Content, YOU AGREE THAT YOU WILL INDEMNIFY AND HOLD OEG HARMLESS FOR CLAIMS, LIABILITIES, DAMAGES, AND EXPENSES ARISING OUT OF YOUR USE OF MODULAR CONTENT consistent with the terms of Section 15 of these Terms.

Notwithstanding any statement to the contrary by OEG or by you or any third party, your use of Modular Content creates no fiduciary or contractual relationship between you and OEG, or between OEG and any third party, other than pursuant to these Terms.

OEG may also provide downloadable content (DLC) such as PC backgrounds, phone backgrounds or promotional codes for special offers. These are for single use only and cannot be distributed online.

8. Mobile Contest and Text Message Campaigns

The Mobile Services and/or other areas of the Services may provide mobile alerts and other mobile entertainment content, such as news, scores, videos and other information or data via SMS, MMS, WAP, BREW and other means of mobile content delivery to certain compatible mobile devices (the "Mobile Service"). You acknowledge and agree that the Mobile Service is for your personal use and may be used only on your personal mobile device ("Mobile Device"). To the extent the Mobile Service requires designation of your Mobile Device during a registration or other process, the Mobile Service may only be used on the designated Mobile Device. You agree that you may not otherwise transmit, broadcast, upload to any computer or other mobile device, create derivative works of, or make commercial use of the Mobile Service, including, but not limited to, any mobile alert (a "Mobile Alert"). You may not, or attempt to (or otherwise authorize, encourage or support others' attempts to) circumvent, re-engineer, decrypt, break or otherwise alter or interfere with the Mobile Service, including, but not limited to, any Mobile Alert. We make no representation as to the compatibility of your Mobile Device with the Mobile Service, and you acknowledge and agree that we shall have no liability for the compatibility or non-compatibility of your Mobile Device with the Mobile Service. For clarity, the Mobile Service constitutes part of the Site and is therefore subject to the other provisions of these Terms. In addition, on Service pages where the Mobile Service (including any Mobile Alert) is offered, OEG may post additional terms (e.g., regarding additional fees) that apply to your use of the Mobile Service, and your use shall also be subject to those additional terms.

In order to use the Mobile Service, you must have a mobile communications subscription with a participating wireless service provider (a "Carrier"), or otherwise have access to a mobile communications network for which we make the Mobile Service available, as well as any Carrier services necessary to download content to your Mobile Device. There may be service fees associated with certain Carrier services necessary to download content. Please contact your participating Carrier for details. In addition, you are responsible for ensuring that your equipment and/or software do not disturb or interfere with OEG's operations. Any equipment or software causing interference with OEG's operations and/or the Mobile Service shall be subject to immediate disconnection from the Mobile Service by OEG. If any upgrade in or to the Mobile Service requires changes in your equipment or software, you must effect these changes at your own expense.

When you agree to receive text messages, you also consent to the use of an electronic record to document your agreement. To stop receiving text messages from an OEG text message program, simply text STOP to the short code provided in the text messages that you no longer wish to receive. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device.

By signing up to receive texts, you represent that you are 13 years of age or older and, if you are under the age of 18, you either are an emancipated minor or have obtained the legal consent of your parent, legal guardian or account holder to sign up for text messages and to fulfill the obligations and agree to the terms set forth in these Terms,

which form a binding agreements between you and us. You further represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for texts.

To stop receiving text messages from a specific OEG text message program, simply text STOP to the short code provided in the text messages that you no longer wish to receive. After doing so, you will receive confirmation of your opt-out via text message. If you have signed up for more than one OEG text message program, you will need to text STOP to the short code provided for each program from which you no longer wish to receive text messages.

To request more information, simply text HELP to the short code provided in the OEG text message program about which you have questions.

The number of text messages you receive from an OEG text message program may vary significantly, depending in part on the specific text message program for which you sign up. Details regarding the type and frequency of text messages are included in the description of each OEG text message program.

Content is not available on all carriers and carrier participation could change. Consult with your carrier to see if it participates in a particular text message program. The content is not compatible with all mobile phone models. OEG will not be liable for any delays in the receipt of any text messages or changes to participating carriers, as delivery is subject to effective transmission from your carrier with active participation at that time.

OEG or its vendor may use Firebase, Apple's iOS or Google's Android technology to send the text messages described above to the mobile phone number you supply when you request to receive the text messages

9. Linking to our Services

You may link to our Services provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest or imply any form of association, approval, or endorsement on our part where none exist and no link to our Services may be "framed" to the extent such frame contains any sponsorship, advertising, or commercial text or graphics. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the User Content standards described in Section 3 of these Terms.

10. Change or Termination

OEG may change or terminate these Terms for any reason at any time, for example to reflect changes in laws or regulatory requirements. We reserve the right, in our sole discretion, to restrict, suspend, or terminate your access to and use of the Services, with or without prior notice. OEG also reserves the right to modify the price of any Services or any other products offered via the Services. OEG is not responsible for any error in copy or images relating to the Services or any other products offered via the Services. Any offer to sell any Services or any other products offered via the Services may be discontinued at any time in OEG's sole discretion.

Otherwise applicable sections of these Terms shall survive termination. OEG also reserves the right to seek all remedies available at law and in equity for violations of these Terms. Upon termination, you must cease all use of the Services, including any of the OEG Content, and destroy all materials obtained from it.

11. Privacy Policy

By using the Services, you acknowledge that you have reviewed and understand our [Privacy Policy](#) (the "Privacy Policy"). You agree (i) to provide accurate, current, and complete information about yourself as may be prompted by any registration or other forms (collectively, "Registration Data"); (ii) to maintain the security of your password and identification; (iii) to maintain and promptly update Registration Data and any other information you provide to OEG; (iv) not to sell, transfer, or assign your account; and (v) to be fully responsible for all use of your account and for any actions that take place using your account. In no event will OEG be liable for the unauthorized use or misuse of your username and/or password.

12. Links and Third Party Content

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ANY CLAIM AGAINST US SHALL BE LIMITED TO THE AMOUNT YOU PAID, IF ANY, FOR USE OF THE SERVICES.

15. Indemnification

You agree to indemnify, hold harmless, and defend OEG, its affiliates and licensors, any party involved in operating, creating, producing, or delivering the Services (including the Subscription Services), and each of their respective officers, owners, directors, shareholders, contractors, agents, employees, general and limited partners, successors, and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses, and harms, including without limitation reasonable legal fees and fees of other professional advisers, arising out of or in connection with (i) your use of the Services (including, without limitation, your User Content and your use of any OEG Content), (ii) your online conduct in connection with the Services, (iii) your violation or breach of these Terms, (iv) your failure to comply with any applicable laws or regulations in connection with the Services, (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person in connection with the Services, or (vi) any of your dealings or transactions with other persons resulting from use of the Services. You shall not settle any such claim without the prior written consent of OEG. These obligations will survive any termination of these Terms.

16. Integration and Severability and Amendment

These Terms constitute the entire agreement between OEG and you, superseding any prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. OEG in its sole discretion may amend these Terms, in which case we will post the amended Terms within the Services. Your use of the Services after such amended Terms are posted will constitute acceptance of them by you. OEG may be required to notify you of certain events concerning the Services and your use thereof, and your use of the Services constitutes acceptance that such notices will be effective upon our posting them on the applicable Services or, if we elect in our sole discretion, emailing you at an address you have provided to us.

17. No Waiver

Our failure to enforce any provisions of the Terms or respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches.

18. Assignment and Binding Effects

You may not assign these Terms or any rights or obligations herein without the prior written consent of OEG and any attempted assignment in contravention of this provision is null and void and of no force or effect. OEG has the right to assign these Terms, and any of its rights or obligations herein. These Terms are binding upon each party and its respective successors, heirs, trustees, administrators, executors, and permitted assigns.

19. Governing Law, Class Action Waiver, Location, and Time Period for Bringing Notice of Claim

These Terms, the relationship between you and OEG and your use of the Services and the resolution of any dispute arising between the parties shall be governed by and construed in accordance with the laws of the Province of Alberta and those of Canada applicable therein, without reference to their conflicts of laws. You and OEG agree to submit to the exclusive jurisdiction of the courts of the Province of Alberta to hear all matters arising in relation to the Services or these Terms. Notwithstanding the forgoing, either party may apply to any court of competent jurisdiction for injunctive relief and other equitable remedies.

ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR OEG WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.

To the maximum extent permitted by law, you permanently and irrevocably waive the right to bring any Claim in any forum unless you provide OEG with written notice of the event or facts giving rise to the Claim within 1 year of their occurrence.

20. Separate Terms and Conditions

In connection with your use of the Services, you may be asked to consent to policies or terms and conditions in addition to these Terms. Please read these supplemental policies and terms carefully before making any use of such portions of the Services. Any supplemental terms will not vary or replace these Terms regarding any use of the Services, unless otherwise expressly stated.

21. OEG Services Purchased through the Apple App Store; Apple Not a Party

If you have purchased the Services from Apple Inc. ("Apple"), you acknowledge that these Terms are an agreement between you and OEG and not with Apple. As between OEG HL and Apple, OEG (not Apple) is solely responsible for the Services and the OEG Content. Any Services obtained through Apple's App Store must be used only on an iOS device that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service. You acknowledge and agree that Apple is not responsible for (i) providing any maintenance or support services with respect to the Services and that, as between OEG and Apple, OEG and its partners (and not Apple) are responsible for providing such maintenance and support services; or (ii) any claims related to the Services or your possession and/or use thereof (including product liability claims, infringement claims, claims that the App fails to conform to any applicable legal or regulatory requirement, and claims arising under consumer protection or similar legislation), and that, as between OEG and Apple, OEG and its partners (and not Apple) are responsible for the investigation, defense, settlement, and discharge of any such claims. In the event of any failure of the Services purchased through the App Store to conform to any applicable warranty, you may notify Apple and Apple will refund you any access fee paid by you for those Services. To the maximum extent permitted by applicable law, Apple will have no other warranty obligations whatsoever with respect to the App and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, as between Apple and OEG, will be OEG 's sole responsibility. You further represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. Apple and Apple's subsidiaries

are third-party beneficiaries of these Terms and, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce them against you as a third-party beneficiary thereof.

22. Acceptance of Terms of Use

BY USING ANY SERVICE, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS. If you do not agree to these Terms, you must not use any of the Services. OEG may change the terms of this Agreement at any time, and your use of Services after such change is posted will mean that you accept such change.

23. Contact Information

Please direct any questions, complaints, or claims related to the Services or your use of the Services to privacy@edmontonoilers.com and select "Terms of Service" as the subject line.

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