

MCDONALD'S HOCKEY CARD TRADING SITE USER AGREEMENT - TERMS AND CONDITIONS

Please read the following terms and conditions carefully. You represent, warrant and covenant that you are at least 13 years old.

1. ACCEPTANCE OF TERMS

McDonald's Restaurants of Canada Limited ("McDonald's") provides an on-line Hockey Card trading site (the "Site"), including a hockey card trading engine, user and card search and email services, (collectively referred to hereafter as "the Service"). This Agreement constitutes your agreement with McDonald's with respect to your use of the Service. You must agree to abide by all of the terms and conditions contained in this Agreement in order to become or remain an authorized user of the Site. If you are a minor and your parent or legal guardian has not consented to your use of this Site and has not agreed to all of the terms and conditions of this Agreement on your behalf, as well as in their own capacity as parent or legal guardian, then you are not authorized to use this Site and must discontinue use immediately. In addition, when using the Service, you agree to abide by any applicable posted guidelines, which may change from time to time. Should you object to any term or condition of the Agreement, any guidelines, or any subsequent modifications thereto or become dissatisfied with this Site in any way, your only recourse is to immediately discontinue use of the Site. As used in this Agreement, "we", "us" and "our" means McDonald's or any successor or assign of McDonald's.

2. RIGHT TO USE

Your right to use the Service is subject to any limitations, conditions and restrictions established by us from time to time, in our sole discretion. We may alter, suspend or discontinue any aspect of the Service at any time, including the availability of any Service feature, database or content. We may also impose limits on certain features and aspects of the Service or restrict your access to parts or all of the Service without notice or liability.

3. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this Agreement on a regular basis to keep yourself apprised of any changes.

4. CONTENT

You understand that all messages, text or other materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item ("Item") of Content that you post, email or otherwise make available via the Service. You understand that we do not control, and are not responsible for Content made available through the Service, and that by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will McDonald's be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that we do not pre-screen or approve Content, but that we shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the Agreement or for any other reason.

5. DEALINGS WITH THIRD PARTIES THROUGH THE SITE

The Site and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of McDonald's, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that we are under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release McDonald's, its franchisees, and each of our respective directors, officers, employees, parent companies, subsidiaries, affiliates, local corporate and non-corporate advertising cooperatives, advertising agencies, representatives and agents in rights, from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our service.

6. PRIVACY AND INFORMATION DISCLOSURE

We have established a Privacy Policy to explain to users how their information is collected and used, which is located at the following web address: <http://www.mcdonalds.ca/en/privacy.aspx>.

Your use of the Site or the Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that we may, in our sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the Agreement; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of McDonald's, its users or the general public.

7. CONDUCT

You agree to use the Service in accordance with the following guidelines and prohibitions:

- a. you will keep all information provided to you through the Service as private and confidential and will not give such information to anyone without the permission of the person who provided it to you;
- b. you will not use the Service to engage in any form of harassment or offensive behaviour;
- c. you will not forward chain letters through the Service;
- d. you will not use the Service to infringe the privacy rights, property rights, or any other rights of any person;
- e. you will not distribute Content or use the Service in any way which:
 - i) violates, plagiarizes or infringes upon the rights of any third party, including but not limited to any copyright or trade-mark law, privacy or other personal or proprietary rights, including other intellectual property rights; or
 - ii) is fraudulent, misleading or otherwise unlawful or violates any law;

- iii) is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
 - iv) contains racist, pornographic, obscene, or offensive language or images;
 - v) that impersonates any person or entity, including, but not limited to, a McDonald's employee, or falsely states or otherwise misrepresents your affiliation with a person or entity;
 - vi) that includes personal or identifying information about another person without that person's explicit consent;
 - vii) that is false, deceptive, misleading, deceitful, or constitutes "bait and switch";
 - viii) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
 - ix) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;
 - x) that constitutes or contains any form of advertising or solicitation if emailed to users of the Site who have not indicated in writing that it is ok to contact them about other services, products or commercial interests;
 - xi) that includes links to commercial services or web sites;
 - xii) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law;
 - xiii) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - xiv) that otherwise negatively affects other users' use and/or enjoyment of the Service; or
 - xv) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.
- f. you will not contact anyone who has asked not to be contacted or otherwise harass another user of the Site;
- g. you will not collect personal data about other users for commercial or unlawful purposes;
- h. you will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service;
- i. you will not attempt to gain unauthorized access to McDonald's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Site;
- j. you will not use the Service to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising or solicitation for goods or services; and
- k. you will not use the Service to distribute or up load any virus, trojan horses or do anything else that might cause harm to the Service, the Site or to other user's systems in any way.

8. LIMITATIONS ON SERVICE

You acknowledge that we may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, and the frequency with which you may access the Service. You agree that we have no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that we reserve the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

9. TERMINATION OF SERVICE

We may, in our sole discretion, terminate or suspend your access to all or part of the Service at any time, with or without notice, for any reason, including, without limitation, breach of this Agreement. Without limiting the generality of the foregoing, any fraudulent, abusive, or otherwise illegal activity, or that may otherwise affect the enjoyment of the Service or the Internet by others

may be grounds for termination of your access to all or part of the Service at our sole discretion, and you may be referred to appropriate law enforcement agencies.

10. PROPRIETARY RIGHTS

The Service contains information which is proprietary to us, our partners and our users. We assert full copyright protection in the Service. Information posted by us, our partners or users of the Service may be protected whether or not it is identified as proprietary to us or to them. You agree not to modify, copy or distribute any such information in any manner whatsoever without having first received the express permission of the owner of such information.

11. DISCLAIMER OF WARRANTIES

The Service is distributed on an "as is" basis. We do not warrant that this Service will be uninterrupted or error-free. There may be delays, omissions, and interruptions in the availability of the Service. Where permitted by law, you acknowledge that the Service is provided without any warranties of any kind whatsoever, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. You acknowledge that use of the Service is at your own risk. We do not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Service by McDonald's, our partners or any user of the Service or any other person or entity. You acknowledge that any reliance upon any such opinion, advice, statement or information shall be at your sole risk.

12. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL MCDONALD'S, ITS FRANCHISEES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, LOCAL CORPORATE AND NON-CORPORATE ADVERTISING COOPERATIVES, ADVERTISING AGENCIES, REPRESENTATIVES AND AGENTS BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF MCDONALD'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE OR THE SERVICE, FROM INABILITY TO USE THE SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE OR THE SERVICE OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE OR THE SERVICE OR ANY LINKS ON THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

13. INDEMNITY

You agree to indemnify us, our franchisees, and each of our respective directors, officers, employees, parent companies, subsidiaries, affiliates, local corporate and non-corporate advertising cooperatives, advertising agencies, representatives and agents, from any loss or damages, including without limitation reasonable legal fees, which we may suffer from your activities on or use of the Site or Service, including without limitation any breach by you of this Agreement, including but not limited to any charges or complaints made by other parties against you. You shall cooperate as fully as reasonably required in the defence of any claim. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you; provided, however, that you shall remain liable for any such claim.

14. GOVERNING LAW

This Agreement is entered into in Ontario, Canada. You agree that it will be governed by the laws of the Province of Ontario and any disputes arising out of this Agreement will be subject to the courts of the Province of Ontario and the federal courts applicable within the Province. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Les parties acceptent d'un commun accord que la présente entente soit rédigée en anglais.