

Terms Of Service

Rev. T1-0218-2021

1. Welcome to RowdyBros Inc. Digital Services

By using any of digital services including various apps, console platforms and sites such as rowdybros.net, you agree to comply with these terms of service, as well as all applicable laws. These terms of service may be amended from time to time, so please come back to review them periodically: **THEY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND ROWDYBROS INC.**

In accordance with a mandate as a public broadcaster, RowdyBros Inc. allows you to access a variety of content for your entertainment and make available a digital public space for sharing ideas, comments and creations, and for participating in the community through interactive activities. RowdyBros Inc. is responsible for the content of its own productions in which are commissioned.

RowdyBros Inc. must honor the agreements with the partners, and the collective agreements with the artists and collaborators. To that end, no publication, reproduction or communication of such content to the public is authorized except in the specific cases set out in the federal Copyright Act, upon granting of a license by RowdyBros Inc., or upon granting of clear permission for a particular subject or activity.

You

When you interact with RowdyBros Inc. digital services, you are responsible for the content you contribute by any means, whether through comments, in discussion forums or in programming-related activities and also including using third-party social media. You must follow all of the required rights and authorizations to the content of your submissions, and you grant to RowdyBros Inc. a license to reproduce and broadcast it.

Commenting

Specific terms apply to sites allowing discussion, including the requirement to register beforehand. The information gathered ensures transparency in public debate and accountability of participants. Information may also be used for statistical and informational analyses and public opinion trend monitoring, among other things. If you access RowdyBros Inc. digital services through third-parties' platforms such as Facebook, Twitter or others, the terms of service apply in addition to the one of RowdyBros Inc.

2. RowdyBros Inc. Content

a. **May I use RowdyBros Inc. Content?**

No, unless otherwise authorized, RowdyBros Inc. does not allow the reproduction of content that is produced or commissioned, so as to protect the credibility and integrity of content that is broadcasted/recorded and to ensure fulfillment of the agreements with the authors, artists and others partners. Your access to RowdyBros Inc. digital services does not give you any rights to that content.

As a public broadcaster, RowdyBros Inc. produces content or commissions it from third parties. That content usually requires working with partners or the public and negotiating rights with media artists, news agencies, authors, musicians and performers, for the use of pictures (videos, photos, drawings) and material from third-parties; those rights are protected by law.

To be allowed to reproduce or present certain content in public, you must first obtain a license from RowdyBros Inc., unless use is permitted by law or by special notice in connection with a program or interactive activity, subject to the terms and conditions stated therein.

b. Do these terms of use apply to videos and podcasts?

Yes, these terms also apply to the use of RowdyBros Inc. videos and podcasts. Any use other than for private purposes must be subject to an agreement with RowdyBros Inc. specifying the conditions for use with due regard for the integrity of the content. You agree not to frame videos and podcasts or its content, nor to use similar means to generate unauthorized benefits.

c. May I re-post content from RowdyBros Inc.?

Yes, but only by hyperlinks or by special permission. You may place links to RowdyBros Inc. content on your own web pages or sites or on social media. You may not re-post content from RowdyBros Inc. in any other way without first obtaining a license. RowdyBros Inc. may, at the sole discretion, intervene to remove content communicated to the public without authorization on third-party sites and take legal action to enforce its rights.

d. Who should I address if I feel that content on RowdyBros Inc. digital services infringes my rights (copyright, image)?

Administration... You must notify Administration as soon as possible. Notification must contain enough detail to easily locate the content in question as well as the information needed to contact you. You must, in fact, hold the rights to the material being infringed. On receiving such notification, RowdyBros Inc. will investigate as required and make the appropriate decisions.

e. Are official marks, trademarks, logos and identifications of media on RowdyBros Inc. digital services protected?

Yes, all of them are legally protected and you need prior written permission to use them.

3. Conducting business on RowdyBros Inc. digital services

a. May I use RowdyBros Inc. digital services for business or commercial purposes?

Only if specifically authorized by RowdyBros Inc. You may not use any RowdyBros Inc. digital services for business or commercial purposes without prior written permission. You may, however, provide a link to a RowdyBros Inc. digital page; this will ensure full, unmodified communication of content and respect the rights of any third parties involved.

b. May I use content on RowdyBros Inc. digital services for institutional, educational or non-profit purposes?

Yes, with a proper license by RowdyBros Inc. or as permitted by law. You may not use content on RowdyBros Inc. digital services for institutional, educational or non-profit purposes without a prior written license. A license will set out authorized uses, term and territory among other relevant conditions.

4. Liability

a. What is RowdyBros Inc. liability with respect to RowdyBros Inc. digital services?

No warranty with regard to content or operation. RowdyBros Inc. mandate is to enlighten and entertain. Content provided on RowdyBros Inc. is not intended to replace professional advice when required, in any field whatsoever.

RowdyBros Inc. offers no warranty with regard to the content or operation of RowdyBros Inc. digital services and assumes no responsibility for any interruption, whether intentional or not, in putting its programming, various services and submissions from the public online. RowdyBros Inc. neither assumes responsibility for nor offers any warranty concerning the security of any communications or unauthorized interception by third parties and wireless (WiFi) services in its buildings, for any damage whatsoever, regardless of its nature or value.

b. What is my liability with respect to the use of RowdyBros Inc. digital services?

You must not hinder operations; must comply with the terms of service. Besides your responsibility for the content, your submissions to RowdyBros Inc. digital services may not, under any circumstance, have the effect of hindering or preventing other users from using RowdyBros Inc. digital services, nor modifying the operation or the effectiveness by any means whatsoever.

You may neither use RowdyBros Inc. digital services other than for private purposes, unless otherwise authorized under specific agreements with RowdyBros Inc., nor may you use RowdyBros Inc. digital services for any illegal purpose.

You are liable for any damage arising from not complying with these terms of service or with any other law or regulation applicable to your submissions. If your submissions to RowdyBros Inc. digital services require a name and a password, you are responsible for ensuring their confidentiality.

c. Are the rights in software, applications and other tools to facilitate communications protected?

Yes, the rights in those tools belong to RowdyBros Inc. or to third parties. No other use except navigating RowdyBros Inc. digital services is authorized without the prior consent of the rights holder.