**TERMS OF USE**

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You shall indemnify, defend (if requested by VICE) and hold the VICE Parties harmless from and against any and all claims, damages, losses, demands, injury, costs, fines, penalties, investigations, liabilities, judgments, settlements and expenses, including legal fees and disbursements, that directly or indirectly arise from or are otherwise directly or indirectly related to: (a) your User Content; (b) your use of any Site or activities in connection with any Site; (c) your breach or anticipatory breach of these Terms; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (e) information or material transmitted through your computer or other device used to access a Site, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person; (f) any misrepresentation made by you; or (g) the VICE Parties' use of your information. You will cooperate as required by the VICE Parties in the defense of any claim. The VICE Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the VICE Parties.

**TERMINATION**

VICE reserves the right to terminate your access to and use of any Site in its sole discretion, without notice and liability, including, without limitation, if VICE believes your conduct fails to conform with these Terms. VICE also reserves the right to investigate suspected violations of these Terms. Any violation of these Terms may be referred to law enforcement authorities.

**LOCATION OF SITE AND TERRITORIAL RESTRICTIONS**

The information provided on the Sites is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject VICE to any registration requirement within such jurisdiction or country. VICE controls and operates the Sites from offices located in the United States and Canada and makes no representations or warranties that the information, products or services contained on the Site are appropriate for use or access in other locations. Anyone using or accessing a Site from other locations does so on their own initiative and are responsible for compliance with all applicable laws regarding online conduct and acceptable content. We reserve the right to limit the availability of any Site or any portion of a Site to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such content, program, product, service or other feature that we provide.

Software related to or made available by the Sites may be subject to Canadian export controls. Thus, no software from any Site may be downloaded, exported or re-exported (a) into (or to a national or resident of) Egypt, North Korea, Iran, Syria, Sudan or any other country to subject to Canadian sanctions ("**Restricted Counties**"); or (b) to any individuals or entities on a Canadian “Listed Persons” list (each, a "**Listed Person**"). By downloading any software related to a Site, you represent and warrant that you are not located in, under the control of, or a national or resident of, any of the Restricted Countries and that you are not a Listed Person.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content.

**GOVERNING LAWS; JURISDICTION**

These Terms were drafted against the background of the laws of the Province of Ontario and the laws of Canada applicable therein, and will be governed by such law, without regard to its conflicts of laws principles. The United Nations Conventions on Contracts for the International Sale of Goods shall not apply to these Terms. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to any Site, the use or access thereof, or these Terms shall be the courts of the Province of Ontario sitting in the City of Toronto ("**Determined Venue**"). You hereby attorn to the Determined Venue and waive any right to resort to any form of class action.

**MISCELLANEOUS**

The failure of VICE to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit VICE's rights with respect to such breach or any subsequent breaches. No waiver by VICE of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of VICE. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. VICE may assign its rights and duties under these Terms to any party at any time without any notice to you. These Terms may not be assigned by you without VICE's prior written consent. If any provision of these Terms will be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. The Section titles are inserted only as a matter of convenience and have no legal or contractual effect. You agree that these Terms will not be construed against VICE by virtue of having drafted them.

**ENTIRE AGREEMENT AND OUR RIGHT TO UPDATE THESE TERMS**

These Terms, the Privacy Policy, and any applicable Additional Terms, as amended from time to time, constitutes the entire agreement that governs your use of the Sites and supersedes any prior agreements between you and VICE with respect to the subject matter of these Terms.

VICE reserves the right to modify or add to these Terms at any time without prior notice ("**Updated Terms**"). You agree that we may notify you of the Updated Terms by posting them on the Sites so that they are accessible via a link on the home page, and that your use of a Site after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms before using any Site. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Sites from that point forward.