



## **TERMS AND CONDITIONS FOR ADVERTISEMENTS, CLASSIFIEDS AND EVENT LISTINGS**

### **1. Application**

In these terms and conditions, "Publisher" means GV Publishing Inc. and "Advertiser" means the persons, companies, agencies or other entities placing advertising other listings with the Publisher. These terms and conditions apply in respect of all advertising and other listings, including print, digital, insertions, or otherwise, and are deemed to be incorporated into every Purchase Agreement between the Publisher and the Advertiser. Placing an advertisement or listing with the Publisher constitutes the acceptance by the Advertiser of these terms and conditions. For the purposes of these terms and conditions, "listing" means classifieds, events, notices, and all other listings placed with the Publisher for publication.

### **2. Conflict with Other Terms**

Terms, conditions, rates or agreements not set out in these terms and conditions or in the Publisher's current Rate Card or the Purchase Agreement are not binding on the Publisher, unless otherwise mutually agreed to and set out in a written document signed by the Publisher. For greater certainty, the Publisher is not bound by any terms or conditions in any Purchase Agreement or other document that conflict with these terms and conditions or that attempt to impose any additional obligations on the Publisher.

### **3. Payment; Taxes**

The Advertiser agrees to pay the total amount due to the Publisher in Canadian currency, in the amount and manner indicated on the Advertiser's invoice, no later than net thirty (30) days from the date of the invoice, if paid in full in advance, and no later than net thirty (30) days from the date that each instalment payment is due, if paid in instalments. All payments are due without abatement. If the Advertiser does not make payment when due, interest shall accrue on the unpaid amount at a rate of 1.5% per month, or the maximum rate permitted by law in the Advertiser's home jurisdiction. Unless otherwise indicated, price does not include sales, use, excise or other taxes and duties. In the event that tax is not included in the Advertiser's invoice, the Advertiser agrees that it is responsible for remitting any such applicable tax or duty directly to the appropriate tax authority.

### **4. Representation and Warranty by the Advertiser**

The Advertiser hereby represents and warrants to the Publisher that it has the full right and authority to enter into a Purchase Agreement and these terms and conditions, and that all advertisements or other listings provided to the Publisher by the Advertiser for publication do not infringe copyright, trade-mark, personality, proprietary or any other third-party rights. By way of example but not limitation, this warranty by the Advertiser covers all copyright related to any fonts used in any advertisement or listing text, design, and layout.

### **5. Delivery and Receipt of Advertisements**

The Advertiser is responsible and liable for all content appearing in advertisements and other listings. The Publisher is not responsible for reviewing advertisements or listings for accuracy or quality. The Advertiser is further solely responsible for ensuring the advertisement or listing (e.g. copy and materials) are received by the Publisher by the deadlines specified to the Advertiser. The Publisher is not responsible for reviewing advertisements or listings for quality or accuracy. The Publisher is not responsible for returning material to the Advertiser and is not liable for the loss of such material.

### **6. Publication Changes**

All advertising and listings will be measured from cut-off rule to cut-off rule in respect of space, location and publication. Press limitations or other causes may require the Publisher to limit the availability of space, location, size, color, insertion date, or other specifics of the Advertiser's advertisements or other listings from time to time. If the Publisher's publication is modified, restricted or curtailed in any way due to conditions beyond the control of the Publisher, the size, placement, and volume of any advertisement or listing may be subject to modification, at the discretion of the Publisher, and without liability or penalty to the Publisher.

### **7. Rate Changes**

The Publisher reserves the right to increase advertising or listing rates at any time and all Purchase Agreements are accepted subject to this reservation. The Advertiser may cancel a Purchase Agreement on written notice within fifteen (15) days after higher rates are made effective by the Publisher.

### **8. Termination by the Publisher**

The Publisher reserves the right to reject, cancel, omit, discontinue, decline to publish or suspend any advertisement or listing for any reason whatsoever in its sole discretion, without liability or penalty to the Publisher. Any prepayments made by the Advertiser to the Publisher for any rejected, cancelled, or discontinued advertisement(s) or listing(s) will be refunded to the Advertiser, unless the Publisher's rejection, cancellation, or discontinuance is due to the Advertiser's breach of any of these terms or conditions, or because such advertisement or listing either: (i) constitutes misleading or prohibited advertising; (ii) contains material that is defamatory, libelous, or obscene; (iii) infringes the intellectual property or other rights of a third party; or (iv) would otherwise have a material adverse effect on the business or reputation of the Publisher.

### **9. Limited License to Advertisements**

The Advertiser grants to the Publisher an irrevocable, non-exclusive, perpetual, royalty-free license to display, publish, retain and archive any advertising or listing published by the Publisher on behalf of the Advertiser in all forms of media,

technology and platforms now known or later developed, including the right to sublicense these rights to third parties.

### **10. Order Corrections**

Corrections of advertisements or listings will not be accepted on or after the fifth (5th) day immediately preceding the applicable publication date.

### **11. Order Cancellations**

A cancellation charge of 50% of the total amount payable by the Advertiser under its Purchase Agreement will be incurred by the Advertiser for advertisements or listings cancelled by the Advertiser on or after the fifth (5th) day immediately preceding the applicable publication date. No cancellations will be accepted after press date.

### **12. Disclaimer of Liability**

These terms and conditions set out the full extent of the Publisher's obligations and liabilities to the Advertiser with respect to the publishing of any advertisement or other listing. The Publisher accepts no responsibility for loss of profit or any type of damages whatsoever. The Publisher expressly disclaims all warranties, representations and conditions of any kind, express or implied, by statute or otherwise, to the fullest extent permitted by law.

### **13. Limit to Liability**

The Advertiser agrees that the Publisher's liability will be limited as follows, whether such error is due to the negligence of the Publisher's employees, agents or otherwise: (i) for errors or omissions in the reproduction or delivery of an advertisement or other listing, to the amount paid for the space actually occupied by that portion of the advertisement or listing in which the error occurred; and (ii) for non-insertion of an advertisement or other listing, to the amount actually received by the Publisher for the insertion of that advertisement or listing. If either error is made by the Publisher, which in the Publisher's judgment materially affects the value of an advertisement or listing, a corrected advertisement or listing will be inserted once upon demand without further charge. Such "make good" insertions will not be granted on minor errors, which in the Publisher's judgment do not lessen the value of the whole advertisement or listing, or where the advertisement or listing has been placed past the Publisher's deadlines for submission.

### **14. Indemnification of the Publisher**

The Advertiser will indemnify and hold harmless the Publisher from and against any and all liabilities, losses, costs (including, without limitation, legal fees and expenses), damages, judgments, claims, demands, suits, actions or other proceedings in any manner based upon, associated with or attributed to the publishing of the Advertiser's advertisement(s) or other listing(s), including, without limitation, any claims related to misleading or prohibited advertising, or any material in the advertisement(s) or listing(s) that is defamatory, libelous, obscene, infringes the copyright or other intellectual property, personality, privacy or any other third-party rights, or that would constitute hate speech pursuant to the laws of Canada or any province. This indemnity applies to all advertisements and listings published on behalf of the Advertiser, even if produced on by the Publisher on behalf of the Advertiser.

### **15. Force Majeure**

Neither the Publisher nor the Advertiser will be responsible or liable for failure or delay in performing its obligations under a Purchase Agreement or these terms and conditions during any period in which such performance is prevented or hindered by conditions beyond its reasonable control. During such period each party's obligations shall be suspended and commensurately extended until such time as performance is no longer prevented or hindered.

### **16. No Implied Waiver**

If either party waives or modifies any term or condition, such action will not void, waive or change any other term or condition, nor will the waiver by one party of any default hereunder by the other constitute the present or future waiver of any other default.

### **17. Governing Law; Jurisdiction**

These terms and conditions will be construed according to the laws of the Province of Nova Scotia and of Canada applicable thereto. The courts of the Province of the Nova Scotia have the sole and exclusive jurisdiction to entertain any legal proceedings brought by one party against the other under these terms and conditions.

### **18. Severability**

If any term or condition is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term or condition will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining terms and conditions remain in full force and effect.

### **19. Entire Agreement**

These terms and conditions, together with any Purchase Agreement(s) executed by the Advertiser, constitute the entire agreement between the Publisher and the Advertiser with respect to the matters contained herein, and supersedes all other oral or written representations