



Terms & Conditions

- 1. PURCHASE OF MANAGED SERVICES:** Positioners Inc., or one of its affiliates "PI" sells to the client, who purchases same, the services described on the reverse side of this contract (the "Managed Services") for the indicated monthly or lump sum fee (the 'Fees') and pursuant to the current Terms and Conditions(the "Contract"). Following the date of the execution of this Contract, PI will on or about the date indicated: provide the Managed Services; publish the print advertisement in selected PI directories; and begin offering the digital advertisement in the digital (electronic or mobile) directories. Website services include the creation and development of a website) the "Website" the registration of a domain, and website hosting and support. Should the client have an existing domain, the domain shall be transferred to Locapon solely for the purpose of providing the Managed Services. Upon termination of this Contract, provided the client is not in default of payment of Fees, PI will transfer the domain to the client. Client will be responsible for all third party of registrar transfer fees.
- 2. COLLABORATION.** The client shall respect product fulfillment timelines and provide PI all information as may be reasonably required to fulfill its obligation under this Contract. Should the client not provide all information required or fail to respect stipulated product fulfillment timelines, PI, after reasonable effort to communicate with the client, may begin billing client the Fees and provide the Manages Services as is.
- 3. APPROVAL OF THE CLIENTS CREDIT.** The client acknowledges that this Contract is strictly conditional upon PI's approval of the client's credit. PI may cancel this Contract if it deems, as its sole discretion, that the client's credit is not satisfactory. The client therefore authorizes PI to conduct all usual enquiries with third parties regarding the client's solvency and credit and to record in the client's file an disclose to third parties information regarding the clients' credit.
- 4. VARIABLE TERM AND AUTOMATIC RENEWAL.** Except for Search Engine Solutions Managed Services, Facebook Solutions, Smart Digital and Print Specialty Products, this Contract and the Managed Services are automatically renewed for consecutive subsequent periods (each a "Renewal Period") equal in length to the initial term(the 'Initial Term') (Renewal Period and Initial Term collectively referred to as the "Term") unless the client gives Locapon a written notice of non-renewal at least 3 months before the end of the Initial Term or any Renewal Period. Notwithstanding the foregoing PI may at its discretion cease offering Guaranteed Placement products in high demand markets/categories to the client where PI has been unable to attain the client's confirmation of renewal. The client acknowledges that PI may, from time change the date of closing or of publication of the PI print directory relating to the Managed Services purchase, and that any Initial Term or Renewal Period, typically of 12 months may be reduced or increased, at PI sole discretion, and the corresponding Fees reduced or increased proportionally to the reduction or increase in the Initial Term or the Renewal Period. The parties agree that no adjustment to the Fees shall be made when the Initial Term or Renewal Period is not reduced or extended by more than 1 month.
- 5. INCREASE OF FEE.** The Fee due to pursuant to this Contract may be increased annually by PI, in accordance with its standard practises. The client shall pay PI the increased Fees upon receipt of increase from PI.
- 6. LATE CHARGES.** The client undertakes to pay the Fees due pursuant to this Contract upon receipt of PI invoice which may be included in the client's telephone service provider's invoice or forwarded directly by PI. An interest rate of 1.25% per month compounded monthly (16.07% per year) applies to any amount remaining unpaid 1 month following receipt of the invoice.
- 7. EARLY TERMINATION.** PI may terminate the Contract or any portion of the services provided hereunder at any time for any reason by providing the client with a thirty (30) day written notice. PI shall reimburse all Fees and other charges for unrendered services paid by the client. That sum is paid is liquidated and ascertained damages by PI to the client as full and final settlement and satisfaction of PI's entire liability for any loss, damages, cost and/or expenses suffered or incurred by the client arising from an early termination. Unless terminated accordance with section 4, the client may not unilaterally terminate this Contract.

Client Initials_____

8. **DEFAULT.** The client shall be in default of this Contract should any one of the following occur (a) the client does not pay the Fee due pursuant to this Contract; (b) the client ceases doing business (c) the client reproduces either a portion of or in its entirety the Managed Services by PI in any other media without PI's consent (hereinafter collectively referred to as a "Default"); On the occurrence of any Default, PI may terminate this Contract immediately. Furthermore all Fees for the remaining Term under this Contract shall become immediately due and payable to Locapon as liquidated damages.

9. **NO REPRESENTATION BY POSITIONERS INC.; NO WARRANTY OF SUCCESS FOR THE CLIENT.** The Client acknowledges that, in order to promote the Managed Services' s, PI may convey data, including statistics, estimates of performance or other types of information, which illustrate the results obtained by certain PI clients, or average results obtained by certain groups of PI clients. PI declares that such data is the best of its knowledge accurate and that said data has been obtained from credible and independent sources. The client also acknowledges that such data is conveyed solely for informational purposes, the PI does not conduct any analysis regarding the clients' business and that consequently, the results obtained by the client may vary considerable from client to client.

10. **THIRD PARTY CONTENT.** The client acknowledges and agrees that PI may aggregate, display and publish third party content related to the client, as well as publish the client's content third partners of PI. Further, the clients acknowledges and agrees that PI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with third party, content or the publishing of client's to thirst party partners. The client's release PI from all liability with respect to the third party content or the publishing of client's content to third party partners.

11. **CLIENTS WARRANTY.** The client warrants that it is authorized to publish the print advertisement under the heading and in the territory indicated on the reverse side of this Contract, and display the digital advertisement and the Website. The client warrants that it hold all permits or licenses which may be advertised, and license to practise issued by any professional or other regulatory body exercising its jurisdiction over the client's activities. The clients further warrants that it holds all the rights to use the trade-marks or trade names included in the print and digital advertisement and the Website and that such use does not violate any provision of any laws or statute, including the Trade-Marks Act, the Copyright Act and any other law or statute relating to intellectual property.

12. **LIMITATIONS AND EXCLUSION.** The client acknowledges that PI provides a very large number of advertising services and that errors may thus occur. PI cannot provide the Managed Services on an economic basis, without the benefit of a limitation of liability clause. Consequently, the client also acknowledges that such a limitation of liability clause is a material basis of the Contract, that such a limitation of liability constitutes an essential consideration of PI undertaking to offer the Managed Service for the Fees agreed upon. In the case of any error or omission in the Managed Service, PI liability equally applies to the client's telephone service provider and third party renewal vendors of PI, if applicable. The client must notify PI of any errors or missions in the Managed Services within forty five (45) days of PI having provided the Managed Services Should the client not notify PI within said notice period, the client shall forfeit all rights related to such errors or omissions.

13. **MODIFICATIONS TO THIS CONTRACT BY POSITIONERS INC.** The client acknowledges that PI may, from time to time update these Terms and Conditions and the Managed Services. PI may modify the Managed Services if said modification is to the advantage of the client or such modification dies not substantially affect the right and obligations. The client is bound by any such modification form the moment the client receives a notice to that effect. The current version of the Terms and Conditions can be found by calling 1-519-461-9797.

14. **ASSIGNMENT.** PI may assign this Contract or any of its obligations and any partners due under it to a third party without prior written consent form the client. The client may not assign this Contract with PI prior written consent. If the client sells its business or its assets, then the client shall promptly notify PI and PI consent to the assignment.

15. **POSITIONERS INC. TRADEMARKS AND PROPERTY OF THE MANAGED SERVICES MEDIA.** The client acknowledges that is it not authorized to use PI name or any of its trade-mark's without the prior written consent of PI. The client also acknowledges that PI owns the intellectual property rights to the Managed Services including by not limited to the print and digital advertisement, the Website and the video. The client undertakes not to reproduce same without PI's prior written

Client Initials _____

Consent. Notwithstanding the foregoing and provided the client is not in default of payment, of Fees, upon expiry on the Initial Terms client may obtain all transferrable intellectual property associated with their Website and video.

16. PRIVACY PROVISIONS. If the client is an individual, PI informs the client that their personal information will be used to enable PI to meet its obligations under this Contract and to provide the requested Managed Services to the client. Personal information may be shared with agents or contractors of PI in connection with services that these individual or entities perform for PI in connection with the Managed Services. Our written agreements with such agents a contractors ensure that person information can only be used for the purposes for which is was shared and that these agents and contractors handle the personal information in accordance with PI's Privacy Policy. Some of PI's agents or contractors are located in the United States of America. As such, personal information may be subject to foreign laws, which may require disclosure of person information to government agencies in the USA. The client may address a request for access, or changes to their personal information by calling 1-519-461-9779 or www.positionersinc.ca. The client authorizes PI to include, the client's name, email address, street address, telephone number and other general business information on its nominative list of clients for marking purposes or charitable canvassing and to give this nominative list to its partners for the same purposed, the client reserves the right to cancel such authorization at an y time, upon request to PI Customer Service.

17. JURISDICTION. This Contract is governed by the laws applicable in the Canadian province where it is entered into.

Positioners INC.

Client Initials _____