

## **mySeniorSite.ca Advertising Terms**

### **PARTIES:**

This document shall constitute a binding agreement between mySeniorSite.ca, also known as mySeniorSite, Nanaimo, British Columbia and the advertiser. The advertiser shall pay to mySeniorSite.ca an advance payment for advertising on the web site.

### **SCOPE OF ADVERTISING PURCHASE**

Under these terms, advertiser agrees to purchase the number of ads as specified in the attached billing document.

### **DEFINITIONS:**

"Advertising Space" means an advertisement, stored on the mySeniorSite.ca web server, with a defined start date.

"Advertisement" means the graphic file supplied by an advertiser which can be selected by a user as a Link.

"Link" means a request for information from a server other than the mySeniorSite.ca web server.

"Slot" means an HTML page which may include a mySeniorSite.ca advertising space and the sponsor's advertisement.

"Start Date" means the first day the mySeniorSite.ca web server will display the advertisement.

"mySeniorSite.ca web server" means a server computer of mySeniorSite.ca that users may access via the Internet.

"Impression" means the number of times an ad graphic is viewed.

"Month" means 28 to 31 day period, depending on the month, with a defined start date.

### **PAYMENT:**

mySeniorSite.ca reserves the right to hold advertiser and its authorized advertising agent jointly and severally liable for any and all amounts owed. All payments for online web advertising on mySeniorSite.ca must be paid in full by cheque, cash, credit card or PayPal before your ad is placed on the web site.

### **RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:**

mySeniorSite.ca reserves the right to refuse any advertisement that does not completely conform to every detail, instruction, method, and guideline set in the advertising policy which can be found on the mySeniorSite.ca web site.

### **USAGE STATISTICS:**

mySeniorSite.ca makes no guarantee of any level of traffic at any given time.

mySeniorSite.ca shall not be held liable for any claims as they relate to published or unpublished usage statistics. mySeniorSite.ca is not required to provide advertisers with usage statistics.

### **ERRORS:**

In the event of any error, regardless of origin or circumstances, the liability of mySeniorSite.ca shall not exceed the cost of the advertising link(s) in which the error or errors occur. mySeniorSite.ca's obligation to adjust the charge for an error due to the fault of mySeniorSite.ca shall be limited to the cost of one incorrect advertising link for a 24-hour period, to be prorated by the term and cost of this agreement, unless and until mySeniorSite.ca is notified of the error.

### **TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY:**

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the advertisement, and/or (2) any material to which users can link through the advertisement. Advertiser represents and warrants that the advertisement and link comply with mySeniorSite.ca advertising standards; and that it holds the necessary

rights to permit the use of the advertisement and link by mySeniorSite.ca for the purpose of this agreement; and that the use, reproduction, distribution, or transmission of the advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify mySeniorSite.ca and to hold mySeniorSite.ca harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by mySeniorSite.ca, arising out of or related to advertiser's breach of any of the foregoing representations and warranties.

The advertiser agrees that the data linked to mySeniorSite.ca through the advertising link will comply with all federal and provincial regulations and that it will not contain information, data or material that is threatening, libelous or obscene.

**LIMITATION ON DAMAGES:**

In no event will mySeniorSite.ca be liable to advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not mySeniorSite.ca has been advised of the possibility of such damage.

**ASSIGNMENT:**

Advertiser may not assign this agreement, in whole or in part, without the written consent mySeniorSite.ca. Any attempt to assign this agreement without such consent will be null and void.

**GOVERNING LAW:**

These terms will be governed by and construed in accordance with the laws of Canada and the Provinces.

**ENTIRE TERMS AND AGREEMENT:**

This agreement and any attachments are the complete and exclusive agreement between the parties with respect to the subject matter and supersede and replace any and prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by mySeniorSite.ca pricing information, whether printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order.