



## TERMS AND CONDITIONS

1. **PURCHASE OF ADVERTISEMENT** — Snap Guides Inc. (“SNAP”) sells to the client, who purchases same, the advertisement (the “**Advertisement**”) described on the purchase order attached to this contract (the “**Contract**”) for the indicated monthly or lump sum fee. SNAP will publish the Advertisement in the publication and on the internet site indicated on the purchase order.
2. **APPROVAL OF THE CLIENT’S CREDIT** — The client acknowledges that this Contract is strictly conditional upon SNAP’s approval of the client’s credit. SNAP may cancel this Contract if it deems, at its sole discretion, that the client’s credit is not satisfactory. The client therefore authorizes SNAP to conduct all usual enquiries with third parties regarding the client’s solvency and credit and to record in the client’s file and disclose to third parties information regarding the client’s credit.
3. **TERM AND AUTOMATIC RENEWAL** — This Contract is for an initial term beginning at the date of execution hereof and ending immediately prior to the publication of the edition (s) following the edition (s) for which the Advertisement was purchased (the “**Initial Term**”). At the end of the Initial Term, this Contract is automatically renewed for subsequent terms that are identical to the Initial Term (“**Renewal Periods**”), unless a party gives to the other a written notice of non-renewal at least 3 months prior to the end of the Initial Term or of any Renewal Period. Each Initial Term or Renewal Period has a usual term of 6 or 12 months, depending on the number of editions (1 or 2) indicated on the purchase order.
4. **INCREASE OF FEE** — The monthly or lump sum fee due pursuant to this Contract may be increased at each Renewal Period by SNAP, in accordance with its standard practices. The client shall pay SNAP the increased fee upon receipt of a notice of increase from SNAP.
5. **LATE CHARGES** — The client undertakes to pay the monthly or lump sum fee due pursuant to this Contract upon receipt of SNAP’s invoice. 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.
6. **EARLY TERMINATION AND REFUSAL TO PUBLISH** — SNAP may terminate this Contract and refuse to publish the Advertisement, upon notice to the client, if the client is in default to pay any amount owed to SNAP pursuant to this Contract or to any other contract entered into with SNAP.
7. **NO REPRESENTATIONS BY SNAP – NO WARRANTY OF SUCCESS FOR THE CLIENT** — The client acknowledges that, in order to promote its services and products, SNAP may, from time to time, convey data, including statistics, which illustrates results obtained by certain clients of SNAP, or average results obtained by certain groups of clients of SNAP; SNAP declares that such data is, to the best of its knowledge, true and 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, that SNAP does not conduct any analysis regarding the client’s business and that, consequently, the results obtained by the client could vary considerably. To this effect, the client acknowledges that SNAP does not make any representations or warranties whatsoever regarding the results that the client may obtain following the publication of the Advertisement.
8. **CLIENT’S WARRANTY** — The client warrants that it is authorized to publish the Advertisement and that the Advertisement does not violate any law. To this effect, the client also warrants that it holds all permits or licences which may be necessary, including any license to practice issued by any professional or other regulatory body exercising its jurisdiction over the client’s activities. The client further warrants that it holds all the rights to use the trade-marks or trade names included in the Advertisement and that such use does not violate any provision of any law or statute, including the *Trade-Marks Act*, the *Copyright Act* and any other law or statute relating to intellectual property.
9. **LIMITED LIABILITY OF SNAP** — The client acknowledges that SNAP produces and publishes a very large number of advertisements, that errors may thus occur and that SNAP would not be able to provide the Advertisement, 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 this Contract, that such a limitation of liability constitutes an essential consideration of SNAP’s undertaking to offer the Advertisement for the fee agreed upon and that in the case of any error or omission concerning the Advertisement, including but without limitation, any error in the client’s name, address, phone number and in the position or layout of the Advertisement, SNAP’s liability will be limited to the sum of the monthly payments or the lump sum due pursuant to this Contract.
10. **MODIFICATIONS TO THIS CONTRACT BY SNAP** — The client acknowledges that SNAP may, from time to time, unilaterally modify this Contract if such modifications do not substantially affect the rights and obligations of the client. The client is bound by any such modifications from the moment the client receives a notice to that effect. The current version of this Contract can be found on the website [www.snap-guides.com](http://www.snap-guides.com) or obtained by calling 1-866-916-SNAP (7627).
11. **SNAP’S TRADE-MARKS AND PROPERTY OF THE ADVERTISEMENT** — The client acknowledges that it is not authorized to use SNAP’s name, any of its trade-marks, or any trade-mark that SNAP uses under license, without the prior written consent of SNAP. The client also acknowledges that SNAP owns the intellectual property rights related to the Advertisement and undertakes not to reproduce same without SNAP’s prior written consent.
12. **PRIVACY PROVISIONS** — If the client is an individual, SNAP informs the client that the personal information contained in the client’s file is accessible to employees or representatives of SNAP in the performance of their duties. This file is kept by SNAP’s Customer Service, to which the client may address a request for access or changes at <http://www.contactus.yk.ca/yellowpages> or by calling 1-866-917-SNAP (7627). The client authorizes SNAP to include the client’s name, address and telephone number on its nominative list of clients for marketing purposes or charitable canvassing and to give this nominative list to its contracting partners for the same purposes; the client reserves the right to cancel such authorization at any time, upon request to SNAP’s Customer Service.
13. **JURISDICTION** — This Contract is governed by the laws applicable in the Canadian province where it is entered into.