

## Terms and Conditions for Fraser Valley Now Resource

- PURCHASE OF ADVERTISEMENT** — Fraser Valley Now Resource™ Inc. or one of its designated affiliates sells to the client, who purchases same, the advertisement (the “**Advertisement**”) described on Page 1 of this contract (the “**Contract**”) for the indicated monthly or lump sum fee. Fraser Valley Now Resource™ will publish the Advertisement in the week following the date of execution of this Contract and, where applicable, will post, starting at the same date, the Advertisement on its Fraser Valley Now Resource™ partner websites.
- APPROVAL OF THE CLIENT’S CREDIT** — The client acknowledges that this Contract is strictly conditional upon Fraser Valley Now Resource’s™ approval of the client’s credit. Fraser Valley Now Resource™ may cancel this Contract if it deems, at its sole discretion, that the client’s credit is not satisfactory. The client therefore authorizes Fraser Valley Now Resource™ 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.
- VARIABLE TERM AND AUTOMATIC RENEWAL** — The client acknowledges that Fraser Valley Now Resource™ may, from time to time, change the date of closing or of publication of any Fraser Valley Now Resource™™ directory. This Contract is for an initial term beginning at the date of execution hereof and ending immediately prior to the publication of the Fraser Valley Now Resource™™ directory following that for which the Advertisement was purchased (the “**Initial Term**”). At the end of the Initial Term, this Contract is automatically renewed for subsequent terms (“**Renewal Periods**”) ending on the date of publication of the following Fraser Valley Now Resource™™ directory, unless the client gives Fraser Valley Now Resource™ a written notice of non-renewal at least 3 months before the end of the Initial Term or of any Renewal Period. Any Initial Term or Renewal Period, typically of 12 months, may be reduced or increased, at Fraser Valley Now Resource™’s sole discretion, and the corresponding monthly or lump sum fee reduced or increased proportionally to the reduction or increase in the Initial Term or the Renewal Period. The parties agree that no adjust<sup>TM</sup> to the fee shall be made when the Initial Term or a Renewal Period is not reduced or extended by more than 1 month.
- INCREASE OF FEE** — The monthly or lump sum fee due pursuant to this Contract may be increased annually by Fraser Valley Now Resource™, in accordance with its standard practices. The client shall pay Fraser Valley Now Resource™ the increased fee when extending the advertising contract or term.
- LATE CHARGES** — The client undertakes to pay the monthly or lump sum fee due pursuant to this Contract upon receipt of Fraser Valley Now Resource™’s invoice which may be included in the client’s telephone service provider’s invoice or forwarded directly by Fraser Valley Now Resource™. 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.
- EARLY TERMINATION AND REFUSAL TO PUBLISH** — Fraser Valley Now Resource™ 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 Fraser Valley Now Resource™ pursuant to this Contract or to any other contract entered into with Fraser Valley Now Resource™.
- NO REPRESENTATIONS BY Fraser Valley Now Resource™ – NO WARRANTY OF SUCCESS FOR THE CLIENT** — The client acknowledges that, in order to promote its Fraser Valley Now Resource™ directories and the Fraser Valley Now Resource™™ website, Fraser Valley Now Resource™ may, from time to time, convey data, including statistics, which illustrates results obtained by certain Fraser Valley Now Resource™™ clients, or average results obtained by certain groups of Fraser Valley Now Resource™™ clients; Fraser Valley Now Resource™ 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 Fraser Valley Now Resource™ 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 Fraser Valley Now Resource™ does not make any representations or warranties whatsoever regarding the results that the client may obtain following the publication of the Advertisement.
- CLIENT’S WARRANTY** — The client warrants that it is authorized to publish the Advertisement under the heading and in the territory indicated on this Contract 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.
- LIMITED LIABILITY OF Fraser Valley Now Resource AND OF THE CLIENT’S TELEPHONE SERVICE PROVIDER** — The client acknowledges that Fraser Valley Now Resource™™ produces and publishes a very large number of advertisements, that errors may thus occur and that Fraser Valley Now Resource™™ 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 Fraser Valley Now Resource™’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 in a Fraser Valley Now Resource™™ directory or on the Fraser Valley Now Resource™™ website, Fraser Valley Now Resource™™’s liability will be limited to the sum of the monthly payments or the lump sum due pursuant to this Contract for the Initial Term or any applicable Renewal Period. The client acknowledges that the present limitation of liability equally applies to the client’s telephone service provider.
- MODIFICATIONS TO THIS CONTRACT BY Fraser Valley Now Resource™** — The client acknowledges that Fraser Valley Now Resource™™ 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 at <https://advertising.fraservalleynow.com>

11. **Fraser Valley Now Resource™'S TRADE-MARKS AND PROPERTY OF THE ADVERTISEMENT** — The client acknowledges that it is not authorized to use Fraser Valley Now Resource™'s name or any of its trade-marks without the prior written consent of Fraser Valley Now Resource™. The client also acknowledges that Fraser Valley Now Resource™ owns the intellectual property rights related to the Advertisement and undertakes not to reproduce same without Fraser Valley Now Resource™'s prior written consent.
12. **PRIVACY PROVISIONS** — If the client is an individual, Fraser Valley Now Resource™ informs the client that the personal information contained in the client's file is accessible to employees or representatives of Fraser Valley Now Resource™ in the performance of their duties. This file is kept by Fraser Valley Now Resource™'s Customer Service, to which the client may address a request for access or changes at <https://fraservalleynow.com/contact-fraser-valley-now/> . The client authorizes Fraser Valley Now Resource™ 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 Fraser Valley Now Resource™'s Customer Service.