

Advertising terms and conditions for the Ottawa Jewish Bulletin

1. In these terms and conditions, "Publisher" means The Ottawa Jewish Bulletin and "Advertiser" means the persons, companies, agencies or other entities placing advertising with Publisher.
2. These terms and conditions apply in respect of all advertising, including print, digital, insertions, or otherwise, and are deemed to be incorporated into every advertising agreement (also known as an insertion order) between Publisher and Advertiser. Placing an advertisement with Publisher constitutes the acceptance by Advertiser of these terms and conditions.
3. Advertiser hereby warrants to Publisher that it has the full right and authority to enter into this agreement, and all advertisements provided to Publisher for publication under this agreement do not infringe copyright, trade-mark, personality, proprietary or any other third-party rights.
4. All advertisements are subject to review and approval by Publisher, including but not limited to with respect to content, subject matter, insertion date, placement, position, matter, space and location, in accordance with standards acceptable to Publisher. No contingency orders will be accepted by Publisher.
5. Publisher may require Advertiser to revise, edit or otherwise modify the advertisement, including but not limited to adding the word "advertisement", "an information supplement", or a similar title over, under or alongside any advertisement.
6. Publisher reserves the right to reject, revise, cancel, omit, discontinue, change position of, decline to publish or suspend any advertisement for any reason whatsoever in its sole discretion, without liability or penalty to Publisher, and without notice to the Advertiser.
7. Advertiser is solely responsible for ensuring the advertisement (i.e. copy and materials) are received by Publisher and to its printing specifications by the deadlines specified to Advertiser. Publisher is not responsible for reviewing advertisements for quality or accuracy.
8. Publisher may at its discretion, provide electronic invoices (i.e. e-billing) and electronic images of the applicable published advertisement pages (i.e. e-tearsheets) rather than printed invoices and tearsheets to Advertiser. Failure to receive an e-tearsheet is not a valid reason for withholding payment.

9. Payments shall be made to The Ottawa Jewish Bulletin, 21 Nadolny Sachs Private, Ottawa, ON, K2A 1R9. All rates are stated in Canadian currency. Payment in foreign currency must be made at the prevailing Canadian rate of exchange. Any late payment shall bear interest at the annual rate of the lower of fifteen percent (15%) or the maximum rate allowed by law, accruing as of the first day Advertiser received notice from Publisher that such payment became overdue.

10. In the absence of an agreement to the contrary, including a credit arrangement, payment in respect of an advertisement order is due before publication upon receipt of the insertion order.

11. All advertising orders are subject to credit approval by any means deemed by Publisher. The reasonable withholding of credit approval by Publisher shall not relieve Advertiser from carrying out its obligations under this agreement. On advertising where credit terms are granted by Publisher's Finance department, accounts are due and payable within 30 days from invoice date. Failure to comply with credit terms may result in the curtailing or withdrawal of credit privileges. In addition to charges for advertising, Advertiser will be responsible for the payment of applicable taxes.

12. Publisher reserves the right to refuse new advertising orders from advertisers who have an account in arrears of more than 90 days until all overdue payments have been fulfilled.

13. A cancellation charge of 50 per cent will be incurred by Advertiser for advertisements cancelled by Advertiser after the deadline specified to Advertiser. No cancellations will be accepted on the day the paper goes to print.

13. Publisher reserves the right to increase advertising rates at any time and all contracts are accepted subject to this reservation. Advertiser reserves the right to cancel contract on written notice within 15 days after higher rates are made effective by Publisher.

15. Advertiser agrees that Publisher's liability will be limited as follows, whether such error is due to the negligence of Publisher's employees, agents or otherwise: (i) for errors or omissions in the reproduction or delivery of an advertisement, to the amount paid for the space actually occupied by that portion of the advertisement in which the error occurred; and (ii) for non insertion of an advertisement, to the amount actually received by Publisher for the insertion of that advertisement.

16. Advertiser will indemnify and hold harmless 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 an advertisement, including, without

limitation, any claims related to misleading or prohibited advertising, or any material in the advertisement 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 published, even if produced by Publisher, on behalf of Advertiser.

17. Any advertising published by the Publisher (including print, electronic or other platforms) may, at Publisher's discretion, be published, displayed, retained and archived by Publisher and anyone authorized by Publisher (including by any form of licence), as many times as Publisher and those authorized by Publisher wish, in and on any product, media and archive (including anything in print, electronic and other form).

18. If either party hereto waives or modifies any term or condition of this agreement, 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 hereunder. This agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.