

## **GDS INSERTS TERMS AND CONDITIONS**

### **1. Definition**

In these terms and conditions, The Globe means The Globe and Mail Inc., and the “Advertiser” means the persons, companies, agencies or other entities placing advertising with The Globe.

### **2. Application**

These terms and conditions apply in respect of all advertising, including print, digital, inserts, or otherwise, and are deemed to be incorporated into every advertising agreement (also known as an insertion order) between The Globe and the Advertiser. These terms and conditions shall apply in case of discrepancy between the terms and conditions and any advertising agreement. Placing an advertisement or insert with The Globe constitutes the acceptance by the Advertiser of these terms and conditions.

### **3. Approval, Revision and Rejection**

a) All advertisements or inserts are subject to review and approval by The Globe, including but not limited to with respect to content, subject matter, insertion date, placement, position, matter, space and location, size, format and weight specifications, in accordance with standards acceptable to The Globe and as contained in The Globe and Mail Insert Manual. No contingency orders will be accepted by The Globe.

b) The Globe reserves the right to reject any publication for distribution or to cancel the Agreement without penalty or liability to The Advertiser immediately upon written notice to the Advertiser, if the publication provided by the Advertiser in The Globe's sole opinion contains advertisements, photos, editorial content, or other material that breaches the representations and warranties in section 7 below.

c) The Globe may require the Advertiser to revise, edit or otherwise modify the advertisement or insert including but not limited to adding the word “advertisement”, “an information supplement”, or a similar title over, under or alongside any advertisement.

d) The Globe reserves the right to reject, revise, cancel, omit, discontinue, change position of, decline to publish or suspend any advertisement or insert for any reason whatsoever in its sole discretion, without liability or penalty to The Globe, and without notice to the Advertiser. By way of example, but not limitation, The Globe in its sole discretion may:

i) Decline to insert or deliver any advertorial or custom

content advertising product that is not labeled Advertisement, Information Supplement or similar, includes a by-line, or is designed to resemble the editorial pages of The Globe and Mail, including the use of matching The Globe and Mail fonts or The Globe and Mail brand colours;

ii) Decline to publish any advertisement or insert that advocates a political, social or other point of view that is not provided to The Globe at least 48 hours prior to publication deadline;

iii) Decline to publish any advertisement or insert that promotes a contest that fails to comply with laws and regulations relating to contests.

iv) Decline to publish any advertisement or insert that does not follow the specifications as outlined in The Globe and Mail Insert Manual.

e) The Advertiser is solely responsible for ensuring the advertisement or insert (e.g. copy and materials) is received by The Globe as specified to the Advertiser as contained in The Globe and Mail Insert Manual. The Globe is not responsible for reviewing advertisements for quality or accuracy. The Globe is not responsible for returning advertising material to the Advertiser and is not liable for the loss of advertising materials.

### **4. Invoicing and Payment**

a) All advertising or insert orders are subject to credit approval by any means deemed by The Globe. The reasonable withholding of credit approval by The Globe shall not relieve the Advertiser from carrying out its obligations under this Agreement. On advertising or insert orders where credit terms are granted by The Globe'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, and all advertisement and insert orders will require pre-payment.

b) Payments by the Advertiser to The Globe can be made by Electronic Funds Transfer or Cheque.

c) The Globe reserves the right to automatically adjust the insertion fee charged to the Advertiser should the original insert specifications or quantity requirements be modified. The Globe will not charge the Advertiser the insert fee for spoilage copies.

### **5. Termination:**

a) The Globe may terminate the Agreement, without further obligation, liability or penalty, upon thirty (30)

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days prior written notice to the Advertiser, unless otherwise stated in the Agreement.

b) The Advertiser may terminate the Agreement at any time, with cancellation charges listed below:

- i) Less than five days prior to insertion: 50% of the original order.
- ii) Less than ten days prior to insertion: 25% of the original order.

**6. Trademarks**

a) Except with express written consent of The Globe, the Advertiser is strictly prohibited from using The Globe and Mail name or trademark in any media promotional materials, and from representing the Advertiser as being associated with The Globe in any sales or marketing capacity (verbal, written or otherwise). The Advertiser agrees not to directly or indirectly solicit potential advertising clients, agencies, etc. (verbal, written or otherwise) on the basis that the Advertiser's publication is being distributed with The Globe and Mail Newspaper. Notwithstanding anything to the contrary in this section, the Advertiser is permitted to disclose that its publication will be distributed with The Globe and Mail Newspaper.

**7. Warranties, Indemnification and Limitation of Liability**

a) The Advertiser hereby represents and warrants to The Globe that it has the full right and authority to enter into this agreement, and all advertisements or inserts provided to The Globe by the Advertiser for publication under this agreement do not infringe copyright, trade-mark, personality, proprietary or any other third-party rights. By way of example but not limitation, this warranty by the Advertiser covers all copyright related to any fonts used in any advertisement text, design and layout.

b) The Advertiser's publication shall not contain any misleading or prohibited advertising or any material that is defamatory, libelous or obscene, that infringes the copyright or other intellectual property, personality or privacy rights of any person, or that would constitute hate speech pursuant to the laws of Canada or any province. The Advertiser acknowledges that The Globe is relying on such representations and warranties, notwithstanding any right of The Globe to review the publication prior to distribution or any decision by The Globe to include the publication in the distribution.

c) The Advertiser shall defend, indemnify and hold

harmless The Globe, its officers, employees, contractors and agents (collectively, the "Indemnitees") from and against any and all claims and all costs and expenses including legal fees and disbursements arising in any way out of the distribution of the Advertiser's publication by The Globe.

d) The Advertiser agrees that The Globe is not liable for any injury of any nature whatsoever, or for any loss or damage that is caused, in any way, by the provision of, or failure to provide, any services unless such loss or damage is caused by the gross negligence of an officer or employee of The Globe while acting in the scope of his or her employment with The Globe.

e) The Globe is not liable for any special, incidental, consequential, punitive or indirect damages arising from or in relation to any services or the Agreement, whatsoever.

**8. Force Majeure**

a) Delays in or failure of performance by either party under the Agreement shall not constitute default hereunder nor give rise to any claim for damages if caused by occurrences beyond the control of the party affected, including but not limited to, decrees of governments, acts of God, fires, floods, riots, war, rebellion, sabotage, and atomic or nuclear incidents, provided however that lack of finances, strikes, lockouts or other concerted acts by workers of the Advertiser shall in no event be deemed to be a cause beyond the Advertiser's control.

**9. Insurance Requirements**

a) The Advertiser agrees to obtain and maintain in full force and effect Comprehensive General Liability Insurance and such other insurance coverage, including Automobile Liability Insurance if licensed motor vehicles are used in providing the product as may be appropriate to indemnify and protect The Globe against loss, damage or injury arising out of or incidental to the fulfillment of the Agreement. Such insurance shall be in the amount of not less than two million dollars (\$2,000,000.00) per any one occurrence.

**10. Workers' Compensation**

a) To the extent required by law, the Advertiser is responsible for carrying and paying for full Workers' Compensation Board Coverage for itself and all of its employees and others engaged by the Advertiser providing products or services under the Agreement.

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**11. General**

(a) The Agreement may not be assigned or transferred by the Advertiser without the prior written consent of The Globe. The consent of The Globe to any such assignment or transfer shall not relieve the Advertiser of any responsibilities or obligations arising pursuant to the terms of the Agreement.

(b) Except as expressly provided in these terms and conditions, no amendment or waiver of the Agreement is binding unless executed in writing by the parties. No waiver of any provision of the Agreement constitutes a waiver of any other provision, nor will any waiver of any provision of the Agreement constitute a continuing waiver unless otherwise expressly provided.

(c) The rights and remedies of The Globe as set forth in the Agreement shall not be exclusive, and are cumulative and in addition to any of The Globe's other rights or remedies. The exercise of any remedy provided by the Agreement shall not relieve the Advertiser from any liability under the Agreement. The Globe may take such steps as it considers necessary to remedy any breach of the Agreement and any damages or expenditures thereby incurred by The Globe may be charged to the Advertiser.

(d) Notices of default or termination given pursuant to the Agreement shall be in writing and sent by fax, commercial courier, hand delivery or registered mail in the Canadian postal system, to the parties at their respective addresses specified on the first page of the SOW or such other address of which notice has been given hereunder. Any such notice shall be deemed to have been given either on the date of personal delivery or the date of sending by fax, or within 2 business days after sending by commercial courier or deposit of the written notice by registered mail into the Canadian postal system.

(e) Except as expressly provided, any other notice relating to the distribution of the publication shall be in writing and shall be sent by email to the contact persons specified in the Agreement.

(f) Each of the provisions contained in the Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other section.

(g) The Agreement constitutes the entire Agreement between the parties and supersedes any prior Agreement or understanding whether oral or written relating to the subject matter herein. When a revision

to the Agreement is required after execution, The Globe shall issue an Agreement amendment to document the revision. All Agreement amendments issued shall be signed by both parties to the Agreement and shall form part of the Agreement as of the effective date of the amendment.

(h) Except where expressly provided, all amounts are stated and will be paid in Canadian currency.

(i) The Agreement is subject to and will be interpreted according to the laws in effect in the Province of Ontario and the federal laws of Canada applicable therein.

(j) The parties are entering into and performing the Agreement as independent contractors. Nothing in the Agreement is to be taken to constitute an association, agency, joint venture or partnership between the parties or to impose any liability attributable to any such relationship upon either party and neither party has the right to bind the other contractually or otherwise without prior written consent.

(k) The Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one instrument. Counterparts may be executed either in original or faxed or electronic image form and the parties hereto adopt any signatures received or exchanged by fax or electronic image as original signatures of such parties.

(l) The terms and conditions of the Agreement are confidential and may not be disclosed in any manner whatsoever, in whole or in part without prior written approval by The Globe. The Vendor shall not charge additional amounts based on any apparent error or omission in the Agreement. Any Services not specified which are inherent and necessary for the proper performance and completion of any part of the Services shall be deemed to be implied by and included in the Services as if specifically identified and shall not be subject to any claim by the Vendor for additional compensation.