

DMS TERMS & CONDITIONS

DEFINITIONS & INTERPRETATION

1.1 Definitions. Capitalized terms used but not defined herein shall have the meanings given to them in the General T&Cs. Capitalized terms defined in the body of these DMS Terms & Conditions will have the meanings given to them therein and the following terms have the meanings given to them below:

“Analytics Data” means information, statistics analysis and other data about the performance of the Marketing Services and related Campaigns, including data about how users interact with and respond to the Marketing Services.

“Campaign” means Customer’s marketing campaign for its products and services.

“Campaign Period” has the meaning given to it in Section 3.1 below.

“Custom Work Product”

means Work Product that the parties agree will be developed for Customer specifically as a “work-for-hire” and the parties shall enter into a separate Statement of Work in relation to such Custom Work Product to set out the applicable deliverables, development fees and Customer’s license rights to such Custom Work Product.

“Customer Data”

has the meaning given to it in Section 6.2 below.

“Customer Site”

means any website owned and operated by Customer.

“Hosted Site”

means any website, mobile optimized website, or e-commerce website (other than an RE Site) developed and hosted by ADFUEL Media Inc., for Customer’s use during the Term of this Agreement.

“Marketing Services or ‘DMS’”	means the digital marketing services to be provided by ADFUEL Media Inc. to Customer as more particularly set out in Section 2.2 below.
“Platform”	means the Third Party Supplier web-based marketing platform through which ADFUEL Media Inc. makes certain Marketing Services available to Customer.
“Service Specifications”	means any additional service descriptions and/or policies which are posted on the website: https://adfuelmediainc.com/dmsterms/ (or such other address specified by ADFUEL Media Inc. from time to time) which are applicable to the Marketing Services specified in the Insertion Order, including any documentation, hosting support, security and Terms of Service.
“Start Date”	means the date specified in the Insertion Order for each Marketing Service upon which date such Marketing Services shall commence.

“Terms of Service” means ADFUEL Media Inc.’s terms of service for website use located at <https://adfuelmediainc.com/dmsterms/> as amended from time to time.

“Third Party Content” has the meaning given to it in Section 4.3 below.

“Third Party Technology” has the meaning given to it in Section 4.1 below.

“Work Product” means any products or deliverables created by ADFUEL Media Inc. as part of the Marketing Services and licensed to Customer during the Term.

1.2 INTERPRETATION. For purposes of this Agreement, all references to **“days”** will be measured in calendar days unless otherwise noted. A **“business day”**, refers to any day except a Saturday, Sunday or nationally recognized Canadian holiday.

MARKETING SERVICES

2.1 ADFUEL Media Inc. shall provide the Marketing Services to Customer in accordance with the terms of the Agreement during the Term.

2.2 The Marketing Services include, but are not limited to, the following:

Call Tracking

If Customer purchases Search Engine Marketing Services (“**SEM**”), Customer may opt-in to receive Call Tracking Services. The services involve deploying a unique temporary phone number to a Campaign (e.g. a series of advertisements) in order to measure the traffic generated by the Campaign. If Customer elects to receive this service, then in addition to this Agreement, Customer is thereby agreeing to the Third Party’s Supplier’s terms of service without limitation.

Campaign Landing Page(s)

This service includes the development and hosting of a temporary landing page for Customer’s Campaign(s).

Digital Marketing Hub (“DMH”)

Customer shall have password protected access to the DMH where data relating to Customer’s Campaigns and/or Marketing Services shall be available to Customer.

Facebook and/or Instagram Advertisement

This service includes the design and management of paid ads for Customer on Facebook and/or Instagram. This service may require an ad spend limit to be defined in the Insertion Order.

Listing Management

This service is ADFUEL Media Inc.’s local listing cleansing service where ADFUEL Media Inc. will distribute updated business contact information to multiple data sources. This service is also called “**List Optimization.**”

Live Chat Leads

This service enables Customer to place a Live Chat box on the Customer Site or the Hosted Site (during the Term of Agreement) through which ADFUEL Media Inc. can answer online chats and collect business leads on Customer’s behalf.

Local Search Optimization (“LSO”)

This service aims to ensure that accurate business information is syndicated across selected online properties in order to increase the opportunity for businesses to be found through search engines and online directories. This service includes Listing Management otherwise known as List Optimization. The Customer can pick from various directory packages where the listing information will be syndicated. Some packages also include Review Monitoring.

Mobile Optimized Website Design and Hosting

This service is ADFUEL Media Inc.’s mobile optimization produce, where ADFUEL Media Inc. creates, designs and hosts mobile companion sites for the Customer.

Real Estate Website Design and Hosting (“RE Site”)

This service is ADFUEL Media Inc.’s website creating service for real estate agents where ADFUEL Media Inc. creates, designs, and hosts a website (the **“RE Site”**) for Customer during the Term, and provides access to a database of real estate listings and related information (**“Listing**

Content”) to publish on the RE Site.

**Reputation
Monitoring**

This service is ADFUEL Media Inc.’s reputation monitoring service, where ADFUEL Media Inc. will provide Customer with access to an online reputation monitoring system.

**Reputation
Monitoring and
Multi-Location
Analytics**

This service provides Reputation Monitoring in respect of multiple locations owned or operated by a Customer.

**Responsive Website
Design and Hosting**

This service is ADFUEL Media Inc.’s website creation service, where ADFUEL Media Inc. creates, designs, and hosts a website (the “**Hosted Site**”) for Customer during the Term, and provides access to a content management system to publish content on the Hosted Site.

Review Monitoring

This service provides a dashboard to view and respond to reviews from specific directory sites.

**Search Engine
Marketing (“SEM”)
/Google Ad Words**

This service (also known as Pay per Click advertising), is the process of gaining targeted website traffic by purchasing ads on search engines. ADFUEL Media Inc. will consult, set up and run a SEM marketing campaign through Google AdWords and other search engines. This service is further described in Section 15 below. If Customer purchases Search Engine Marketing services, it may also opt to receive Call Tracking Services.

**Search Engine
Optimization (“SEO”)**

This service is ADFUEL Media Inc.’s Search Engine Optimization product, where ADFUEL Media Inc. will work with the Customer to improve its Hosted Site or Customer Site’s organic ranking and traffic for chosen areas of business focus on search engines.

Social Conversation

This service promotes and amplifies Customer’s online social media profiles. ADFUEL Media Inc. will post, tweet, and share content from Customer’s social media accounts.

Social Creation

This service provides for the creation of two (2) or more social profiles for Customer from the following social media platforms: Google+; Twitter; Facebook; Instagram; YouTube; or LinkedIn.

Social Presence

This is ADFUEL Media Inc.'s suite of digital presence and social media creation, management and advertising products and services which includes: 1) Facebook Advertising; 2) Social Creation; 3) Social Conversations; and 4) Social Suite.

Social Suite

This service enables Customer to manage its own social media accounts (Facebook, Instagram, Twitter, Google+, LinkedIn)

Tracking Services

This services tracks Analytics in relation to the performance of a Campaign.

2.3 New and Additional Services. As ADFUEL Media Inc. adds additional products and services to its portfolio, such products and services will be referenced in the Insertion Order and any additional terms and conditions will either be posted online or provided to

Customer. In each case such additional terms and conditions shall be deemed incorporated by reference into and made part of this Agreement.

CUSTOMER OBLIGATIONS – MARKETING SERVICES AND CAMPAIGN LOGISTICS

3.1 SET-UP PERIOD

- (a) **Campaign Set-Up Period.** Customer acknowledges and agrees that, with the respect to the Marketing Services, ADFUEL Media Inc. may take up to ten (10) business days or longer to review and prepare the Campaign (or longer, if ADFUEL Media Inc. has been asked to provide creative services or if ADFUEL Media Inc. experiences technical difficulties with Customer’s Campaign or in the event of Force Majeure) and may require further input from Customer before the Campaign is launched (the **“Set-Up Period”**). Customer further acknowledges and agrees that the Set-Up- Period will commence upon ADFUEL

Media's acceptance of an Insertion Order executed by Customer.

(b) Set-Up Notice Period. During the Set-Up Period, ADFUEL Media Inc. may send certain deliverables in draft form (the **"Proof"**) via email to Customer for its review and approval. Customer agrees to provide written notice to ADFUEL Media Inc. either approving or rejecting the Proof (in whole or in part) within five (5) business days from the date of receipt of the Proof (the **"Set-Up Notice Period"**). ADFUEL Media Inc. may send a gallery of templates (**"Gallery"**) via email to Customer for its review and selection. Customer agrees to provide written template selection within the Set-Up Notice Period, which is five (5) business days from the date of receipt of the Gallery. Customer acknowledges and agrees that TIME IS OF THE ESSENCE with respect to approving or rejecting the Proof, or selecting a template from the Gallery, within the Set-Up Notice Period. The Proof will be deemed "approved" by Customer and/or ADFUEL Media Inc. will use its best judgment to select an appropriate template for the Customer.

(c) Acceptance. Any deliverables provided by ADFUEL Media Inc. to Customer (including any Work Product and Custom Work Product) shall be deemed accepted on the earlier of: (i) written notice by Customer to ADFUEL Media Inc. of such acceptance; or (ii) Customer's use of the deliverables.

(d) Go-Live Period. Once the Set-Up Period is done, and the Work Product is completed and ready to "go-live", certain log-in information or domain name information may be requested from the Customer and is required to "go-live". If the information has been requested, and a written response is not received in five (5) business days from the request, the Work Product will be deemed fulfilled. If at a future date, the log-in information or domain name information is received from the Customer, the fulfilled Work Product will be made live. For mobile website design, redirect code will be forwarded to the Customer with the instructions on how the Customer can implement the redirect code

themselves, and the Work Product will be deemed fulfilled.

(e) Delivery of Customer Materials and Creative.

(i) Delivery of Customer Materials.

Customer will deliver all Customer Materials required for the Marketing Services to ADFUEL Media Inc. within five (5) days from the execution of the Insertion Order. If the Customer Materials do not conform to ADFUEL Media Inc.'s specifications, then ADFUEL Media Inc. may, in its sole discretion, modify or reject such Customer Materials to meet ADFUEL Media Inc.'s other technical requirements or to address Campaign performance issues. If rejected, ADFUEL Media Inc. will then refund any applicable amounts paid in advance. Customer acknowledges and agrees that ADFUEL Media Inc. shall not be liable for typographical errors, incorrect insertions or omissions already contained within any of the Customer Materials provided by Customer under this Subsection 3.1(e); and

(ii) **ADFUEL Media Inc. Creative Services.**

If Customer requests that ADFUEL Media Inc. create any Work Product or Custom Work Product for Customer, Customer is solely responsible for ensuring that any Customer Materials that it provides to ADFUEL Media Inc. for inclusion within the Work Product is complete, accurate, is non-infringing and complies with applicable law, and liable for any and all claims and damages for failure to do so.

(f) **Domain Name Registration.** In the event that Customer purchases any Marketing Services which include the development and hosting of a website, mobile optimized website or e-commerce website (“**Site**”), Customer shall be responsible for: (i) registering a domain name for the applicable Site which registration shall remain in good standing throughout the Term; and (ii) the applicable DNS hosting.

(g) **Termination Logistics.** In addition to any requirements described in Section 5.6 below, immediately following the termination of this Agreement, or any particular Marketing Service,

Customer must cease using the Marketing Services and any Work Product provided in connection therewith. Additionally, Customer will be responsible for returning or, at the direction of ADFUEL Media Inc. in its sole discretion, destroying or deleting, any ADFUEL Media Inc. Intellectual Property or other ADFUEL Media Inc. materials related to this Agreement of the particular Marketing Service, as applicable. Without limiting the generality of the foregoing, the following steps must be taken by Customer in respect of the Marketing Services listed below:

- (i) **Live Chat Leads:** Customer must delete any software code installed on the Customer Site that was provided by ADFUEL Media Inc. to facilitate this service.

- (ii) **Call Tracking:** Customer must cease using any telephone numbers assigned to it as part of the call tracking service.

THIRD PARTY SUPPLIERS' PRODUCTS AND SERVICES – CUSTOMER OBLIGATIONS

4.1 Third Party Suppliers and Third Party Technology.

Customer acknowledges and agrees that ADFUEL Media Inc. may use one or more Third Party Suppliers to provide some or all of the Platform, technology, content or other products and services used in the provision of the Marketing Services to Customer, including any Work Product and/or Custom Work Product created in connection therewith. Such Third Party Suppliers may use software or other technology in conjunction with their services (collectively, “**Third Party Technology**”) and such Third Party Technology may be subject to additional terms and conditions. To the extent that any Work Product or Custom Work Product contains Third Party Technology, Customer agrees to comply with the applicable Third Party Supplier’s terms and conditions governing the use of such the Third Party Technology.

4.2 Third Party Platforms. To the extent that the Marketing Services involve the use of or participation in Third Party social media platforms (such as Facebook, Instagram, Twitter, LinkedIn or similar platforms) ADFUEL Media Inc. and Customer each agree to comply with the terms of use governing those platforms.

4.3 Third Party Content. Any Third Party Content made available by ADFUEL Media Inc. (including without limitation all Listing Content) (the (“**Third Party Content**”)), is provided on an “as-is” basis and “as available” basis without any warranty of any kind. You acknowledge that ADFUEL Media Inc. is not responsible for, and under no obligation to control, monitor or correct Third Party Content; however, ADFUEL Media Inc. reserves the right to remove, disable or take additional remedial action if any such content contains any Prohibited Content or otherwise violates any other provisions of this Agreement.

CESSATION OR MODIFICATION OF MARKETING SERVICES AND DISCONTINUANCE OF SERVICE

5.1 Cessation or Modification of Marketing Services. ADFUEL Media Inc. reserves the right, and Customer acknowledges and agrees, that ADFUEL Media Inc. may cease to provide any or all of the Marketing Services at any time, and ADFUEL Media Inc. will not be responsible to Customer or any other person in any way

for any loss or damage of any kind arising in connection with and/or as a result of such discontinuance (a **“Discontinuation of Service”**). In the event of a Discontinuation of Service, ADFUEL Media Inc. shall provide Customer with notice of same; any un-billed Fees applicable to the Marketing Services that are subject to a Discontinuation of Service shall cease to become due and payable.

5.2 Effect of Termination. Upon termination or expiry of this agreement for any reason, or in the event of a Discontinuation of Service, the following provisions shall apply:

(a) End of Services. Upon suspension, termination or expiry of this Agreement, ADFUEL Media Inc. shall have no obligation to provide, and Customer shall have no right to access or use, the Marketing Services, including any products or services provided or made available to Customer in respect thereof. ADFUEL Media Inc.’s right to suspend access to or terminate the Marketing Services or this Agreement shall not absolve Customer of any outstanding Fees or indemnification obligations in this Agreement, or diminish any other remedy available to ADFUEL Media Inc.

(b) Cached Content. Customer acknowledges and agrees that due to the nature of the internet, certain information regarding Customer that will be posted on the internet as part of the Marketing Services, including, for instance, cached versions of pages from Customer websites may continue to be available from the internet following termination of any of the Marketing Services and/or this Agreement. Customer shall be responsible for contacting search engines to have such pages removed.

LICENSES

6.1 License to Platform, DMH and Work Product. Upon execution of the Insertion Order, Customer will be granted a revocable, non-transferable, non-exclusive, royalty-free, limited license (“**License**”) to use the Platform and the DMH solely for the purpose of accessing Analytics Data and other reports and statistics related to the performance of Customer’s Campaigns/Marketing Services (“**Campaign Reporting**”). The license to the Platform and the DMH is granted on an ‘as is’ basis. Access to the Platform, the DMH and the Campaign Reporting is solely at the risk of

the Customer including without limitation the risk that the Campaign Reporting is inaccurate or incomplete or that the Campaign Reporting and transmission thereof may be corrupted or contain viruses, bugs or other defects. ADFUEL Media Inc. makes no representations or warranties, express or implied, including any warranty of merchantability, non-infringement, accuracy, completeness or fitness for a particular purpose and ADFUEL Media Inc. disclaims any responsibility regarding the accuracy of any Campaign Reporting or the suitability of it for the Customer. Customer's access to the Platform and the DMH shall be password protected and Customer agrees that it shall not share its password with Third Parties or otherwise provide access to the Platform and/or the DMH to Third Parties. If the security of Customer's username(s) or password(s) is compromised in any way, or if Customer or its agent suspects that it may be, Customer shall immediately contact ADFUEL Media Inc. ADFUEL Media Inc. is not responsible for any loss or damage suffered by the compromise of any password. Customer acknowledges and agrees that it does not have, nor will it claim any right, title or interest in the Platform, the Platform software, data, applications, methods of doing business or any elements thereof, or any content provided on the Platform. Customer may only access the Platform and the DMH via

a web browser or in a manner otherwise approved by ADFUEL Media Inc. Customer will not attempt in any way to reverse engineer, alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Platform or the DMH. Customer shall not remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included within the Marketing Services. Use of the Platform and the DMH may be subject to additional terms and conditions required by a Third Party Supplier.

Additionally, to the extent that the Marketing Services involve the creation of any Work Product specified in the Insertion Order for the Term of this Agreement, ADFUEL Media Inc. may terminate the foregoing Licenses, at any time and for any reason.

6.2 License to Customer Data. As part of the Campaign initiation process and from time to time during the Campaign, Customer will provide certain information to ADFUEL Media Inc. (the “**Customer Data**”), which ADFUEL Media Inc. will input into one or more Third Party web-based marketing platforms. Accordingly, Customer hereby permits ADFUEL Media Inc. to input Customer Data, including, without limitation, Customer contact information, credit card or ACH information and Campaign information, into the Platforms. ADFUEL

Media Inc. will only use such information in connection with the fulfillment of the Marketing Services and as otherwise permitted by the Insertion Order and this Agreement. In addition, ADFUEL Media Inc. may, from time to time, send Customer emails regarding Platform updates, Campaign updates, and marketing opportunities relating to ADFUEL Media Inc. and its commercial partners. Customer may opt-out of receiving communications not directly related to the provision of the Marketing Services by ADFUEL Media Inc.

OWNERSHIP/PROPRIETARY RIGHTS

7.1 Marketing Services, Platform, Work Product and Third Party Technology. As between Customer and ADFUEL Media Inc., ADFUEL Media Inc. owns all right, title and interest in and to the Marketing Services, the Platform, the Work Product (excluding any Customer Materials incorporated therein) and the Third Party Technology, including any modifications and derivative works thereto, and any Intellectual Property Rights in and to the same. With specific reference to the Call Tracking Services, and without limiting the generality of the foregoing, Customer does not own any phone

number assigned to it during the Term, or otherwise deployed during a Campaign, and Customer shall not include the Campaign phone number in any print or online directory or listing service; such phone number may only be used by Customer during the Term.

7.2 Customer Site, Customer Materials.

As between the ADFUEL Media Inc. and Customer, Customer shall own all right, title and interest in and to the Customer Site and the Customer Materials.

7.3 Social Media Accounts. Customer shall own all Social Media Accounts subject to: (i) payment by Customer of all applicable Fees specified in the Insertion Order; and (ii) its compliance with any terms and conditions of ownership set out in the Insertion Order and any other applicable terms of this Agreement.

7.4 Analytics Data. ADFUEL Media Inc. shall own all Analytics Data generated by the Marketing Services. Customer may access the Analytics Data during the Term.

PERMISSIONS

8.1 Permission to Access Accounts. If Customer purchases Marketing Services that require ADFUEL Media Inc. to access, create or manage Third Party social media accounts on behalf of Customer (each a “**Social Media Account**”), by signing the Insertion Order, Customer consents to ADFUEL Media Inc. creating new Social Media Accounts and/or accessing its existing Social Media Account(s) during the Term for the sole purpose of providing the Marketing Services. Customer shall provide ADFUEL Media Inc. with full access/administrative rights, including such passwords and other access information (including any updates thereto) as it may reasonably require (“**Credentials**”) to perform the Marketing Services. If ADFUEL Media Inc. sets up a Social Media Account for Customer, subject to payment by Customer of all applicable Fees, upon the expiry or termination of this Agreement, ADFUEL Media Inc. shall provide Customer with all Credentials required to operate the Social Media Account going forward.

PRIVACY CONSIDERATIONS

9.1 Customer Privacy Policy. Customer shall, at all times, post a privacy policy on its website (including any Customer Site or Hosted Site) and comply with such privacy policy. The privacy policy shall comply with all Applicable Laws (including all Privacy Laws) and shall not contain any terms that are inconsistent with, or would otherwise restrict ADFUEL Media Inc. from performing its obligations hereunder. In addition, to the extent that the website collects personally identifiable information, Customer's privacy policy must notify its users and customers that such information may be transmitted through or processed by Third Party provider sites. If Customer purchases ADFUEL Media Inc.'s advertising retargeting display service, Customer is obligated to ensure that its privacy policy permits the behavioral targeting contemplated by such service. Customer acknowledges and agrees that its failure to ensure that its privacy policy complies with the foregoing requirements may expose ADFUEL Media Inc. to liability which shall be fully indemnified by Customer. If Customer's privacy policy does not comply with the foregoing requirements, ADFUEL Media Inc. shall be

entitled to cease providing the Marketing Services until such time as Customer is compliant.

9.2 Customer Use of Analytics Data. To the extent that any Analytics Data is comprised of Personal Information, Customer agrees that it will not: (i) use the Marketing Services to collect Analytics Data except as expressly permitted by Privacy laws; or (ii) use the Analytics Data in ways that are contrary to Privacy Laws and Customer’s own privacy policy.

ADDITIONAL SERVICE-SPECIFIC TERMS AND CONDITIONS

10.1 Search Engine Marketing Services (“SEM Services”). If purchased through an Insertion Order, ADFUEL Media Inc. will provide Customer with the SEM Services described in this Section 10.1. Customer hereby appoints ADFUEL Media Inc. as its representative for the purpose of performing the SEM Services, including the operation and/or creation of those advertising media accounts described below. The SEM Services may be subject to any additional terms and

conditions of the applicable Third Party vendor who provides one or more of the products and services purchased by Customer hereunder.

(i) SEM Services include: monitoring Customer's spend, reviewing selected groups of keywords, conducting competitive analysis against 'in-market' competitors to determine recommended keyword lists, managing Customer's campaign on a weekly basis to monitor for overspend or underspend, using best practices to identify where budgets should be increased or decreased for keyword arrangements, and making and acting on recommendations to improve the performance of the campaign (as measured by factors such as cost per click, click through rate, etc.).

(ii) Google AdWords Services. If purchased by Customer, SEM Services may include services related to the purchase of Google AdWords, which services are subject to the following terms and conditions, and any other terms and conditions included in the Insertion Order.

For the purposes of this section, "**Account**" shall mean a Customer's existing Google AdWords account

and/or a Google AdWords account set up by ADFUEL Media Inc. for Customer under this Agreement.

Existing Accounts: ADFUEL Media Inc. will set-up Customer's Google AdWords campaign during the period specified in the Insertion Order, using the Google AdWords management portal. By signing the Insertion Order, Customer consents to ADFUEL Media Inc. accessing its Google AdWords account (via the Google AdWords management portal) for the Duration specified in the Insertion Order, for the purpose of providing the SEM Services. Customer shall provide ADFUEL Media Inc. with passwords and such other access as it may require to perform the SEM Services, and Customer shall limit its own access to its Google AdWords account to "read-only" so that it cannot make AdWords purchases from its own Account. The reason for limiting the Customer's access to its own Account is to enable ADFUEL Media Inc. to properly manage the Account on Customer's behalf.

New Accounts: If Customer does not have a Google AdWords Account, ADFUEL Media Inc. will set up a Google AdWords Account from which it will purchase Google AdWords on behalf of Customer during the Duration specified in the Insertion Order.

Ownership of Accounts: Customer shall own any Google AdWords Account which it has

already established prior to the commencement of the Duration. In the case of any Google AdWords Account which is set-up by ADFUEL Media Inc. to purchase Google AdWords on Customer's behalf during the Duration, upon expiry or termination of the Duration, as applicable, the Customer's ownership with respect to the Account will be as follows:

(a) Leader, Advanced and Premium Account Package with Duration of 6 months or less:

If Set-Up Fee Paid by Customer: ADFUEL Media Inc. will provide Customer with the Customer ID and login credentials for the Account, together with all Campaign data accumulated within the Account during the Duration.

If No Set-Up Fee Paid by Customer: ADFUEL Media Inc. will provide Customer with the Customer ID and login credentials for the Account, however, all Campaign data accumulated within the Account during the Duration shall be deleted from the Account.

(b) Leader, Advanced and Premium Account Package with Duration of 6 months or more:

ADFUEL Media Inc. will provide Customer with the Customer ID and login credentials for the Account,

together with all Campaign data accumulated within the Account during Duration.

(c) Starter Account Packages:

No ownership rights shall accrue to the benefit of Customer and Customer will not be provided with the Customer ID or login credentials for the Account or any Campaign data within the Account.

10.2 Facebook/Instagram Advertising. If Customer purchases Facebook/Instagram Advertising services, ADFUEL Media Inc. will create and manage Facebook/Instagram advertising campaigns for Customer's business and Customer hereby agrees to be bound by any additional terms and conditions as required by Facebook/Instagram from time to time. ADFUEL Media Inc. makes no representations about the number of "Likes" produced by the Facebook/Instagram advertising campaigns. Additionally, ADFUEL Media Inc. cannot control who may "share" or otherwise forward Customer's Facebook/Instagram advertisements.

10.3 Twitter Advertising. If Customer purchases Marketing Services comprised of Twitter account creation or advertising services,

ADFUEL Media Inc. shall provide such services and Customer agrees to be bound by any additional terms and conditions as required by Twitter from time to time. ADFUEL Media Inc. cannot control who may “retweet” or otherwise forward Customer’s Twitter advertisements.

10.4 RE Sites. If Customer purchases Marketing Services comprising an RE Site, ADFUEL Media Inc. shall provide such services provided Customer agrees to be bound by the following additional terms:

- (i) Customer shall opt-in to the Canadian Real Estate Association’s (“**CREA**”) National Shared Pool Module and/or Member Feed Module;
- (ii) Customer is granted a license to use the Listing Content on its RE Site on an ‘as-is’ basis. Use of the Listing Content is solely at the risk of the Customer including without limitation the risk that the Listing Content is inaccurate or incomplete or that the Listing Content and transmission thereof may be corrupted or contain viruses, bugs or other defects. ADFUEL Media Inc. makes no representations or warranties, express or implied, including any warranty of merchantability,

non-infringement, accuracy, completeness or fitness for a particular purpose and ADFUEL Media Inc. disclaims any responsibility regarding the accuracy of any Listing Content or the suitability of it for the Customer's use;

(iii) Customer shall comply with the CREA rules attached to these Terms & Conditions at Schedule A ("**CREA Rules**") at all times during the Term.

11. **Customer Support**

If customer support is available in respect of one or more Marketing Services, the contact details for the applicable support services will be set out in the Insertion Order.

SCHEDULE A CREA RULES

DATA DISTRIBUTION FACILITY (DDF[®]) RULES

All Boards and Associations will be required to adopt and enforce the following rules. Any changes to the rules must be approved by CREA.

1. **Definitions**

a) **CREA DDF[®]** – a permission based data distribution

facility provided by CREA to facilitate the distribution of its participating members' listing information to National Pool Websites, Member Feed Websites, Franchisor Websites, and Third Party.

b) Franchisor – a company that owns the overall rights and trademarks of the company and enters into franchise agreements with another entity (a franchisee) to allow them to use these rights and trademarks on their

c) Franchisor Direct Feed – a feed of Listing Content from a Franchisor's franchisees that is made available to the Franchisor for display on their

d) Franchisor Pool – a pool of Listing Content that is made available to all participating Franchisors for display on their

e) Franchisor Website – a Website operated by a Franchisor who has entered into a contract with CREA to receive a data feed provided by the CREA DDF®.

f) Listing Content – the MLS® listing information, including photographs and images, which a Participant chooses to send to National Pool Websites, Franchisor Websites, Member Feed Websites, and Third Party Websites based on data templates that contain a number of fields set by

g) Listing Marketing and Permissions

Management– an application provided by CREA

used to opt- in to the CREA DDF[®] and define which destinations are to receive the Participant's

h) National Pool Website – a Website owned and operated by a Participant that displays the listings of other Participants, populated using a data feed provided by the National Shared Pool Module, which can be filtered based on defined and objective

i) Participants – all Participating Brokerages and Participating

j) Participating Brokerage – a member brokerage that is actively engaged in providing real estate brokerage services to buyers or sellers in real estate transactions and who consents to display of its listings on Websites through the CREA DDF[®].

k) Participating Salesperson – a REALTOR[®] that is registered with a Participating Brokerage who also chooses to participate in the CREA DDF[®] with the consent of his or her

l) Member Feed Websites – a Website owned and operated by a Participant that displays the Participant's own listings or a data feed of all their Participating Brokerage's listings populated using a data feed provided by the Member Feed

m) Recognized Search Engines – a search engine that is on the CREA maintained list of Recognized Search

n) Scraping – use of a software program or other method to extract Listing Content, such as photographs and/or text, from a

o) Technology Provider – a company that has entered into a data access agreement developed by CREA to operate a National Pool Website or a Member Feed Website on behalf of a Participating Brokerage or Participating

p) Third Party Websites – Websites other than National Pool Websites, Member Feed Websites, or Franchisor Websites that are provided a data feed of Participants' listing information from the Third Party

q) Website – any electronic display of or access to content in any manner including mobile applications.

General Application of Rules

All Participants must adhere to the following rules, all other MLS[®] rules and regulations, guidelines and policies that may be adopted by the Board/Association or CREA in relation to the DDF[®] from time to time, and to all applicable provincial or federal legislation and regulation.

Alteration and Addition of Data

a) Participants shall not modify or manipulate information relating to other Participants'

b) Participants may augment their own Listing Content on their National Pool Website or Member Feed Website with additional data not otherwise prohibited from display, but they shall not add data to other Participants' Listing

c) Participants may co-mingle exclusive listings with the Listing Content they receive through the CREA DDF® on National Pool Websites and Member Feed

Authorization

a) Participating Brokerage Consents

(i) Participating Brokerages' consent for display of their Listing Content on National Pool Websites, Member Feed Websites, Third Party Websites, and/or Franchisor Websites is provided by opting-in to these modules through the Listing Marketing and Permissions Management;

(ii) A Participating Brokerage that has opted-in to the National Shared Pool Module may also consent to having its Listing Content sent to the Franchisor Websites by opting into the Franchisor Pool in this portion of the CREA DDF® through the Listing Marketing and Permissions Management;

(iii) A Participating Brokerage that has opted-in to the Technical Solutions Module may consent to have its Listing Content sent to its Franchisor's Website by

selecting the Franchisor's Direct Feed in the Listing Marketing and Permissions Management;

(iv) A Participating Brokerage that has opted-in to any or all of the National Shared Pool Module, Member Feed Module, and Third Party Module may give permission to its salespeople to also participate in any or all of these modules through the Listing Marketing and Permissions Management application;

(v) If a brokerage chooses not to opt-in to the CREA DDF[®] (even for the limited purpose of permitting its salespeople to participate), its salespeople cannot participate in the CREA DDF[®];

(vi) Participating Brokerages that opt-in to any of the CREA DDF[®] modules hereby grant CREA a royalty-free, perpetual license to use, reproduce, transmit, distribute, and exhibit the Listing Content for the purposes of the CREA DDF[®] Participating Salespersons' Consents.

b) Participating Salespeople that have the permission of their Participating Brokerage may choose to participate in the National Shared Pool Module and/or the Member Feed Module, which will enable them to receive a feed of data for display on their

(i) Participating Salespeople that have the permission of their Participating Brokerage may consent to

participate in the Third Party Module, which will enable them to send Listing Content to Third Party

- (ii) Participating Salesperson consent is provided by opting-in through the Listing Marketing and Permissions Management.

c) Consent to Display Listings

- (i) Participants must consent to contribute all their MLS[®] listings to the National Shared Pool Module unless they have been instructed by a seller not to include a particular listing in the DDF[®].
- (ii) Where a property is listed by more than one brokerage or salesperson and any one of those brokerages or salespersons is participating in any data feeds of the CREA DDF[®] that property will be included in the applicable data feed(s).

5. Use of CREA DDF[®] Data Feed

- a) No use of Listing Content until Permissions Set
 - (i) Participants may not pull a feed of Listing Content for a National Pool Website until after they have opted in to the National Shared Pool Module through the Listing Marketing and Permissions Management;
 - (ii) Participants may not pull a feed of Listing Content for a Member Feed Website until they have opted in

to the Member Feed Module through the Listing Marketing and Permissions Management application.

b) Participants operating National Pool Websites and Member Feed Websites must refresh their Websites at least once every 24 hours but no more frequently than once an hour. All Listing Content that is no longer current after a refresh must be removed from the National Pool or Member Feed;

c) Participants may not use the Listing Content they receive through the CREA DDF[®] for any purpose other than:

(i) display on their National Pool Websites and Member Feed Websites;

(ii) to create a mobile app, the sole purpose of which would be to advertise the listing content they receive through the CREA DDF[®] in accordance with these rules; and

(iii) to create marketing materials for their own listing content

This does not require participants to prevent indexing of the Listing Content by Recognized Search Engines.

d) Participants may not operate more than five

Websites using the Listing Content they receive through the CREA DDF®.

e) Participants shall not use the Listing Content they receive through the CREA DDF® in the operation of a Website through which a member provides online brokerage services to consumers.

f) Participants shall not allow consumers to write comments or reviews about a particular listing or display a link to such comments or reviews about a particular listing on their National Pool Websites.

g) The Listing Content that Participants receive, or any portion thereof, may not be displayed on any Website except a National Pool Website or a Member Feed.

h) Participants must not permit any portion of the Listing Content they receive to be used or provided to any person or corporation for any purpose other than those expressly provided for in these:

Use of a Technology Provider

(i) Participants may provide the Listing Content to a Technology Provider who is operating a National Shared Pool Website or a Member Feed Website on their behalf, but Participants are responsible

for the conduct of any Technology Provider they

(ii) Participants must opt-in to the National Shared Pool Module and/or Member Feed Module through the Listing Marketing and Permissions

Management application before retaining the services of a Technology.

j) Participants may provide their Listing Content to a marketing company who they have entered into a contract with to receive marketing materials, but Participants are responsible for the conduct of any marketing company they

- (i) regularly monitoring their Website for signs of Scraping; and
- (ii) taking necessary steps against scrapers, such as blocking.

k) Participants shall immediately advise their Board/Association whenever they suspect that Scraping has

l) Nothing in this policy prohibits Participants from providing to Third Parties or displaying on other Websites information concerning their own listings created by them or received independently of the CREA DDF®.

6. Display Requirements

- a) All Listing Content displayed on a National Pool Website or a Member Feed Website must:
 - (i) Display the MLS® and REALTOR® logos;
 - (ii) Display the listing brokerage name and any additional information that is required by provincial law/regulation, which must be prominently displayed in text large enough for a consumer to easily read, and appear with the Listing Content (not requiring consumers to click on any hyperlinks, etc.); and
 - (iii) Display the watermarks provided by CREA on

- b) Listing Content must not display:
 - (i) Any advertising or co-branding on a National Pool Website;

 - (ii) Any confidential information including past sales prices, the cooperating commission or fee, etc. on a National Pool Website or a Member Feed;

c) Every page of all National Pool Websites and Member Feed Websites must display the following text: “MLS[®], REALTOR[®], and the associated logos are trademarks of The Canadian Real Estate Association”.

d) All National Pool Websites must require consumers to agree to terms of use before accessing the Listing Content through a click-wrap agreement that contains, at a minimum:

- (i) Text that states CREA is the owner of the REALTOR[®] and MLS[®] trademarks:
“REALTOR[®], REALTORS[®], and the REALTOR[®] logo are certification marks that are owned by REALTOR[®] Canada Inc. and licensed exclusively to The Canadian Real Estate Association (CREA). These certification marks identify real estate professionals who are members of CREA and who must abide by CREA’s By-Laws, Rules, and the REALTOR[®] Code. The MLS[®] trademark and the MLS[®] logo are owned by CREA and identify the quality of services provided by real estate professionals who are members of”;
- (ii) Text that disclaims liability of CREA as a result of providing the data feed: “The

information contained on this site is based in whole or in part on information that is provided by members of The Canadian Real Estate Association, who are responsible for its accuracy. CREA reproduces and distributes this information as a service for its members and assumes no responsibility for its accuracy”;

(iii) Text that states the website is operated by a brokerage or salesperson who is a member of The Canadian Real Estate Association; and

(iv) Copyright ownership text: “The listing content on this website is protected by copyright and other laws, and is intended solely for the private, non-commercial use by individuals. Any other reproduction, distribution or use of the content, in whole or in part, is specifically forbidden. The prohibited uses include commercial use, “screen scraping”, “database scraping”, and any other activity intended to collect, store, reorganize or manipulate data on the pages produced by or displayed on this ”

7. Filtering

a) Participants may filter the listings they choose to display on their National Pool Websites based only on objective;

b) Subject to applicable laws and regulation, the only allowed filter criteria are:

- (i) Geography or location;
- (ii) List price;
- (iii) Rentals;
- (iv) Property type (e.g., condominiums, cooperatives, single-family, multi-family).
- (v) Property features (e.g., water front)

c) Filtering of listings displayed on any National Pool Websites must be independently made by each Participant.

8. Enforcement

a) Participants must make their National Pool Websites and Member Feed Websites directly accessible to Boards, Associations and CREA for the purpose of monitoring/ensuring compliance with the applicable rules and

b) Within three business days after being requested by the Board/Association or CREA to do so, a Participant must make changes to its National Pool Website or a Member Feed Website as required by the Board/Association or CREA to resolve any violation of

the rules, regulations, or policies, during which time the Board/Association or CREA may suspend the Participant's access to the CREA DDF®.

c) Notwithstanding subsection (b), if a Participant is in violation of any rule, regulation, or policy of the Board/Association or CREA relating to the operation of any of a National Pool Website or a Member Feed Website, the Board/Association or CREA may, in addition to all other remedies available, immediately terminate or suspend the Participant's access to the CREA DDF® or disable DDF® functions and features for that Participant, or direct CREA to immediately terminate or suspend the Participant's access to the CREA DDF® or disable DDF® functions and features for that

d) If a Participant ceases to participate in the CREA DDF® or has their access terminated or suspended by their Board, Association, or CREA, they will not be able to contribute their listings to the DDF® nor receive a feed of listings for display on their website(s). They shall not display any Listing Content from the CREA DDF® and must destroy any local copies of the Listing Content.

