

Brightview Dental
 STRATHROY
 STRATHROY ON

Account phone (519) 245-2020

To the attention of Shaul Gorsht
 shaulgorsht@gmail.com

December 24, 2015

Directory Listing Heading	Product	Description	Publication Date	Monthly Price
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Online Products

53005 - Strathroy (ON)

BrightView Dental
 11 Metcalfe Street West, unit #1, Strathroy, Ont, N7G 1M7
 (519) 245-2020

Dentists (Dentistes)

L0 Local Presence, starting on January 20th 2016 (for 12 mths)

\$27.00

Monthly Total \$27.00

Note: Rates exclude all provincial and federal tax.

TERMS AND CONDITIONS ATTACHED * PLEASE READ CAREFULLY

Authorized Signature	Authorized Name (Please print)	Date
Title :		
<input type="checkbox"/> I agree to receive information on YP's products and services. I understand that I may unsubscribe at any time.		

* Terms and conditions may also be accessed online at <http://businesscentre.yp.ca/terms-and-conditions> or by calling 1-877-909-9356

RLyon
 Media Account Consultant
 325 Milner Ave, Scarborough, ON. M1B5N1
 Email : robert.lyon@ypg.com

Phone numbers:
 Office: 1-888-730-0639
 Mobile: 416-420-5174

Internal Information*CF Proposal#**RPT ID# RPT-#####-WT131582-0033Fa02*

These codes are used to match this document with its electronic version

Terms & Conditions

1. **PURCHASE OF ADVERTISING SERVICES.** Yellow Pages Digital & Media Solutions Limited or one of its affiliates ("YP") sells to the client, who purchases same, the services described on the reverse side of this contract (the "Advertising Services") for the indicated monthly or lump sum fee (the "Fees") and pursuant to the current Terms and Conditions (the "Contract"). Following the date of the execution of this Contract, YP will on or about the date indicated: provide the Advertising Services; publish the print advertisement in selected Yellow Pages™ print directories; and begin offering the digital advertisement in the digital (electronic or mobile) directories. Website services include the creation and development of a website (the "Website"), the registration of a domain, and website hosting and support. Should the client have an existing domain, the domain shall be transferred to YP solely for the purpose of providing the Advertising Services. Upon termination of this Contract, provided the client is not in default of payment of Fees, YP will transfer the domain to the client. Client will be responsible for all third party or registrar transfer fees.
2. **COLLABORATION.** The client shall respect stipulated product fulfillment timelines and provide YP all information as may be reasonably required to fulfill its obligation under this Contract. Should the client not provide all information required or fail to respect stipulated product fulfillment timelines, YP, after reasonable effort to communicate with the client, may begin billing client the Fees and provide the Advertising Services as is.
3. **APPROVAL OF THE CLIENT'S CREDIT.** The client acknowledges that this Contract is strictly conditional upon YP's approval of the client's credit. YP may cancel this Contract if it deems, at its sole discretion, that the client's credit is not satisfactory. The client therefore authorizes YP 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.
4. **VARIABLE TERM AND AUTOMATIC RENEWAL.**
 - 4.1 Except for Search Engine Solutions Advertising Services, Facebook Solution, Smart Digital Display and Print Specialty Products, this Contract and the Advertising Services are automatically renewed for consecutive subsequent periods (each a "Renewal Period") equal in length to the initial term (the "Initial Term") (Renewal Period and Initial Term collectively referred to as the "Term"), unless the client gives YP a written notice of non-renewal at least 3 months before the end of the Initial Term or any Renewal Period. Notwithstanding the foregoing YP may at its discretion cease offering Guaranteed Placement products in high demand markets/categories to the client where YP has been unable to attain the client's confirmation of renewal.
 - 4.2 The client acknowledges that YP may, from time to time, change the date of closing or of publication of the Yellow Pages print directory relating to the Advertising Services purchased, and that any Initial Term or Renewal Period, typically of 12 months, may be reduced or increased, at YP's sole discretion, and the corresponding Fees reduced or increased proportionally to the reduction or increase in the Initial Term or the Renewal Period. The parties agree that no adjustment to the Fees shall be made when the Initial Term or Renewal Period is not reduced or extended by more than 1 month.
5. **INCREASE OF FEE.** The Fees due pursuant to this Contract may be increased annually by YP, in accordance with its standard practices. The client shall pay YP the increased Fees upon receipt of a notice of increase from YP.
6. **LATE CHARGES.** The client undertakes to pay the Fees due pursuant to this Contract upon receipt of YP's invoice which may be included in the client's telephone service provider's invoice or forwarded directly by YP. 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.
7. **EARLY TERMINATION.** YP may terminate this Contract or any portion of the services provided hereunder at any time for any reason by providing the client with a thirty (30) day written notice. YP shall reimburse all Fees and other charges for unrendered services paid by the client. That sum is paid as liquidated and ascertained damages by YP to the client as full and final settlement and satisfaction of YP's entire liability for any loss, damages, costs and/or expenses suffered or incurred by the client arising from an early termination. Unless terminated in accordance with section 4, the client may not unilaterally terminate this Contract.
8. **DEFAULT.**
 - 8.1. The client shall be in default of this Contract should any one of the following occur (a) the client does not pay the Fees due pursuant to this Contract; (b) the client ceases doing business (c) the client reproduces either a portion of or in its entirety the Advertising Services created by YP in any other media without YP's consent (hereinafter collectively referred to as a "Default");
 - 8.2. On the occurrence of any Default, YP may terminate this Contract immediately. Furthermore all Fees for the remaining Term under this Contract shall become immediately due and payable to YP as liquidated damages.
9. **NO REPRESENTATIONS BY YP; NO WARRANTY OF SUCCESS FOR THE CLIENT.** The client acknowledges that, in order to promote the Advertising Services, YP may convey data, including statistics, estimates of performance or other types of information, which illustrate the results obtained by certain YP clients, or average results obtained by certain groups of YP clients. YP declares that such data is, to the best of its knowledge, 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 YP does not conduct any analysis regarding the client's business and that consequently, the results obtained by the client may vary considerably from client to client.

Client Initials

10. **THIRD PARTY CONTENT.** The client acknowledges and agrees that YP may aggregate, display and publish third party content related to the client, as well as publish the client's content to third party partners of YP. Further, the client acknowledges and agrees that YP shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with third party content or the publishing of client's content to third party partners. The client releases YP from all liability with respect to third party content or the publishing of client's content to third party partners.
11. **CLIENT'S WARRANTY.** The client warrants that it is authorized to publish the print advertisement under the heading and in the territory indicated on the reverse side of this Contract, and to display the digital advertisement and the Website. The client warrants that it holds all permits or licences which may be advertised, 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 print and digital advertisement and the Website 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.
12. **LIMITATION AND EXCLUSIONS.**
 - 12.1. The client acknowledges that YP provides a very large number of advertising services and that errors may thus occur. YP cannot provide the Advertising Services, 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 YP's undertaking to offer the Advertising Services for the Fees agreed upon.
 - 12.2. In the case of any error or omission in the Advertising Services, YP's liability will be limited to the sum of the Fees due pursuant to this Contract for the Initial Term or any applicable Renewal Period for the affected Advertising Services. The client acknowledges that the present limitation of liability equally applies to the client's telephone service provider and third party vendors of YP, if applicable. The client must notify YP of any errors or omissions in the Advertising Services within forty-five (45) days of YP having provided the Advertising Services. Should the client not notify YP within said notice period, the client shall forfeit all rights related to such errors or omissions.
13. **MODIFICATIONS TO THIS CONTRACT BY YP.** The client acknowledges that YP may, from time to time, update these Terms and Conditions and the Advertising Services. YP may modify the Advertising Services if said modification is to the advantage of the client or such modification does 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 the Terms and Conditions can be found at <http://businesscentre.yip.ca/terms-and-conditions> or obtained by calling 1-877-909-9356.
14. **ASSIGNMENT.** YP may assign this Contract or any of its obligations and any payment due under it to a third party without prior written consent from the client. The client may not assign this Contract without YP's prior written consent. If the client sells its business or its assets, then the client shall promptly notify YP and YP may consent to the assignment.
15. **YP'S TRADE-MARKS AND PROPERTY OF THE ADVERTISING SERVICES.** The client acknowledges that it is not authorized to use YP's name or any of its trade-marks without the prior written consent of YP. The client also acknowledges that YP owns the intellectual property rights related to the Advertising Services, including but not limited to the print and digital advertisement, the Website and video. The client undertakes not to reproduce same without YP's prior written consent. Notwithstanding the foregoing and provided the client is not in default of payment of Fees, upon expiry of the Initial Term client may obtain all transferable intellectual property associated with their Website and video.
16. **PRIVACY PROVISIONS.** If the client is an individual, YP informs the client that their personal information will be used to enable YP to meet its obligations under this Contract and to provide the requested Advertising Services to the client. Personal information may be shared with agents or contractors of YP in connection with services that these individuals or entities perform for YP in connection with the Advertising Services. Our written agreements with such agents and contractors ensure that personal information can only be used for the purposes for which it was shared and that these agents and contractors handle the personal information in accordance with YP's Privacy Policy which may be found at <http://corporate.yip.ca/en/privacy-statement>. Some of YP's agents or contractors are located in the United States of America. As such, personal information may be subject to foreign laws, which may require disclosure of personal information to government agencies in the United States of America. The client may address a request for access or changes to their personal information at <http://businesscentre.yip.ca/contact-us> or by calling 1-877-909-9356. The client authorizes YP to include the client's name, email address, street address, telephone number and other general business information 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 YP's Customer Service.
17. **JURISDICTION.** This Contract is governed by the laws applicable in the Canadian province where it is entered into.

Client Initials