

## TERMS OF SERVICE

1. The company FLYING FLYER is hereinafter referred to as the "Distributor".
2. The present contract is only valid when the customer has an account in good standing with the Distributor.
3. The Distributor cannot guarantee the distribution of material which is not delivered to the Distributor on the day, at the time and places specified in the contract.
4. The responsibility of the Distributor for losses resulting from errors, omissions, failure to honour the contract or criminal negligence can in no case exceed the value of the distribution cost of the material only which is the object of such errors, omissions, failure to honour the contract or criminal negligence. The Distributor cannot be held responsible for Customer's loss of revenue or profit.
5. All late distribution or non-distribution of Customer's material resulting from circumstances beyond the Distributor's control, such as, and without limiting the general interpretation of the preceding clauses, acts of god, inclement weather, unsafe delivery conditions, requested stop delivery by occupant(s), fire, flood, riot, strike, lockout, terrorist acts, warfare, fortuitous events and acts by civil authorities, will not entail responsibility on the part of Distributor for the Customer's losses arising directly or indirectly from such late distribution or non-distribution.
6. the Distributor is not responsible for redemption or response rate of any material.
7. The Distributor makes every reasonable effort to accurately estimate the number of households and apartments. The customer recognizes that the distributor's source data is under constant revision and that no warranty is made by the distributor nor is it a condition or term of this agreement that a specific or exact number of households and apartments will be reached within any designated area. Some changes may occur either in counts or deletion of smaller centres from distribution lists due to changes within the Distributor's system. Although the Distributor will make every reasonable effort to follow its normal distribution procedures, the Distributor shall not be responsible for omitting or failing to deliver material to any household or apartment for any reason.
8. The Customer acknowledges that the total price stated in the present contract is calculated in accordance with the conditions specified in the contract and that the rate could be modified by the Distributor should the Customer require changes in technical specifications in the contract.. In addition and without limiting the general interpretation of the preceding clauses, if the Customer requests additional services and the Distributor guarantees to provide them, the Customer agrees to pay the Distributor all charges for such additional services.
9. The Customer agrees to pay the Distributor the total amount of charges incurred by the Distributor and billed to the Customer as a result of: a)Errors in the quantities of material sent to the Distributor. b)Material not having been fit in accordance with the general requirements or standards. c)Unbundled or unequally bundled material. d)Any other irregularity in the Customer's material which is beyond the control of the Distributor.
10. All materials supplied by the Customer are received, stored, transported and otherwise dealt with solely at the Customer's risk. The Distributor will take reasonable precautions to safeguard the Customer's material, but the Distributor shall not be responsible for any loss, damage to, or destruction of such materials from any cause whatsoever other than gross negligence of the Distributor's personnel and contractors, the Distributor agrees to reimburse the Customer. but the Distributor's liability shall not exceed the cost of material so lost, damaged or destroyed. The Customer recognizes that distribution involves loss due to spoilage and agrees to furnish the Distributor with sufficient material to cover such losses. The Distributor shall make every effort to prevent undue spoilage but shall have no liability for spoilage or shortages of material resulting from spoilage. After completion of distribution, the Distributor will notify the Customer of any surplus material in the Distributor's possession. Surplus material will be held without charge for 14 days from notification, after which it will be destroyed. TheCustomer will be charged for the cost of returning of any unused material.
11. The Customer declares and guarantees that the content of the material for distribution does not violate any current applicable laws. The Customer will be held responsible for any losses or damages suffered by the Distributor following the distribution of any Customer's material who's content violate such laws.
12. Any complaint that has not been received by the Distributor in written form( hand written, fax or E-mail), within 72 hours of the distribution finish date is deemed not legitimate. The distribution finish date is determined by 1)selecting a Private and/or CPC"Distribution Start Date" that are allotted for distribution. The date following the end of the allotted distribution days shall be deemed the distribution finish date. The Customer recognizes that the mere assumption by the Customer or someone else of missed doors does not constitute a breach by theDistributor, but rather it is possible that the material went unnoticed and it is not reasonable to assume that it was not well distributed. Any complaint of one or several doors missed in such circumstances is deemed not legitimate. The Customer recognizes that in case of a conflict between its own verification and the Distributor's verification system, the Distributors verification/audits shall prevail. the Customer furthermore recognizes that sales fluctuations are not linked to the Distributor's distribution of material and that the Distributor cannot be held responsible for revenue shortfalls, if any.
13. For any verbal agreement to be recognized as binding, it must be subsequently added to this contract and the addition(s) signed by authorized employee of the Distributor.!
14. Any unpaid balance arising from the present contract is payable within (10) days following receipt of the invoice. Interest charges will be calculated at a compounded rate of 2% monthly(28.82% annually).
15. The present contract is governed by, and is to be interpreted according to, the laws of the Province of Ontario.
16. Unless otherwise stated, payment terms are due on signing of this agreement and/or receipt of material at the Distributor's warehouse.

I have read and agree to all Flying Flyer's terms of service

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Customer's Name & Signature