

BELL MARKETING PLATFORM – TERMS AND CONDITIONS

Last updated on: February 9, 2023.

THESE TERMS AND CONDITIONS CONTAIN LEGAL OBLIGATIONS. PLEASE READ THEM CAREFULLY BEFORE USING A PLATFORM OR SERVICE.

INTRODUCTION

The Bell Marketing Platform brings together Bell Media's suite of data-enabled products including Bell Analytics, Bell DSP and SAM TV.

- Bell Analytics uses Bell Media's first party data to generate target audiences, data insights, and measurement services for media insights and measurement.
- Bell DSP, Bell Media's digital demand-side platform, is a programmatic advertising buying platform with seat level enablement that combines Bell Media inventory and Bell data along with DSP open supply and data partners.
- SAM TV is Bell Media's linear television and booking solution for customers to create optimized advertising campaigns across a variety of formats.

By using any Platform or Service (as such terms are defined herein), the Customer agrees to be bound by these terms and conditions, which may be modified by Bell Media from time to time as described herein (collectively, the "**Terms and Conditions**").

1. DEFINITIONS

In these Terms and Conditions, in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) "**Ad Guidelines**" means Bell Media's standard advertising guidelines as may be amended from time to time by Bell Media in its sole discretion. The Ad Guidelines will include listings for the Regulated Ad Categories and the Blocked Ad Categories.
- (b) "**Ad Inventory**" means, collectively, Digital Ad Inventory and Linear Ad Inventory.
- (c) "**Ad Law**" means any guidelines, codes, notices or restrictions issued by any regulatory authority, governmental agency, or industry or self-regulatory body.
- (d) "**Ad Terms and Conditions**" means Bell Media's standard digital advertising terms and conditions as may be amended from time to time by Bell Media in its sole discretion.
- (e) "**Ad Unit**" means a digital advertising creative (e.g., a banner, video, audio, or mobile advertisement).
- (f) "**Advertising Transaction**" means, the actual or attempted purchase or sale of Ad Inventory, the serving of Ad Units to Ad Inventory, or the processing of data related to Ad Inventory or Ad Units for analysis, using the Services.
- (g) "**Affiliate**" means, with respect to a Party, an entity that directly or indirectly Controls, is Controlled by, or is under common Control with such Party. For purposes of this definition, "**Control**" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (h) "**API**" means application programming interface.

- (i) **“Bell Media”** means Bell Media Inc. which is a company existing under the federal laws of Canada, and having its registered office at 299 Queen Street West, Toronto, Ontario M5V 2Z5.
- (j) **“Bell Media Data”** means CRM data that is collected by Bell Media and de-identified to protect customer privacy. This data is used in the Bell Media Provided Software for analysis and reporting.
- (k) **“Bidding/Targeting Terms”** means any information and/or data provided to the Services by or on behalf of the Customer or the Customer’s Clients to conduct Advertising Transactions.
- (l) **“Blocked Ad Category”** means any advertising category that is contrary to Law and/or Ad Law (e.g., narcotics/controlled substances, tobacco products, etc.) and/or is otherwise objectionable to Bell Media, its Affiliates or Bell Media Providers. Blocked Ad Categories may be amended from time to time by Bell Media at its sole discretion.
- (m) **“Buyer”** means a party (e.g., an advertiser, agency, demand-side platform, or network) that buys or attempts to buy Ad Inventory through the Platforms.
- (n) **“Client”** means each third party client (e.g., an advertiser or publisher or representative of an advertiser), who uses a Service or whom Bell Media allows access to the Services on the Customer’s behalf.
- (o) **“Client Data”** means the Customer’s first party data segments or the Client’s aggregated third party data segments both of which are de-identified and do not contain Personal Data.
- (p) **“Content”** means any information data, files, pictures, or content in any form available on the Platform.
- (q) **“CRM”** means Customer Relationship Management.
- (r) **“Customer”** has the meaning ascribed to it in the applicable Platform Service Order(s).
- (s) **“Customer Data”** means collectively Customer Personal Data, Customer’s Bidding/Targeting Terms, and data from the Customer’s Advertising Transactions.
- (t) **“Data Tools”** includes:
 - (i) Ratings: forecasts on audience ratings at TV sales product granularity;
 - (ii) universal estimate: an estimate of audience sizes in different markets for specific audiences;
 - (iii) audience definitions: taxonomy of audience attributes that can be used for planning and booking;
 - (iv) attribution: measurement on the effectiveness of TV campaigns; and
 - (v) CRM API: provide partners a way to onboard CRM data into the SAM TV Platform for targeting.
- (u) **“Digital Ad Inventory”** means digital advertising inventory, including but not limited to web, application-based, and video inventory on display and mobile made available by Seller on the Bell DSP Platform or other future platforms, as mutually agreed to by Bell Media and Seller.
- (v) **“Digital Advertising Transaction”** means the actual or attempted purchase or sale of Digital Ad Inventory, the serving of Ad Units to Digital Ad Inventory on the Bell DSP Platform, or the processing of data related to Digital Ad Inventory or Ad Units for analysis, using the Services.

- (w) “**DSP**” means demand-side platform.
- (x) “**Effective Date**” has the meaning ascribed to it in the applicable Platform Service Order(s).
- (y) “**Fees**” means any fees, charges, levies or expenses and applicable taxes payable by the Customer pursuant to a Platform Service Order or any schedule, exhibit, supplement or addendum to these Terms and Conditions.
- (z) “**Law**” means any law, rule, or regulation.
- (aa) “**Linear Ad Inventory**” means linear television ad inventory made available by Seller on the SAM TV Platform or other future platforms, as mutually agreed to by Bell Media and Seller.
- (bb) “**Party**” means Bell Media or the Customer, as the case may be, and “**Parties**” means both of them.
- (cc) “**Personal Data**” means information relating to an identified or identifiable individual that Bell Media and/or any of its Affiliates make available to the Customer, directly or indirectly, in connection with these Terms and Conditions. Personal Data includes any "personal information" as defined in Section 2(1) of the *Personal Information Protection and Electronic Documents Act* (S.C. 2000, C.5), as may be amended or replaced.
- (dd) “**Platforms**” means, without limitation, the Bell Analytics Platform, the Bell DSP Platform, and the SAM TV Platform.
- (ee) “**Platform Service Order**” means a platform service order entered into pursuant to these Terms and Conditions between the Customer and Bell Media setting forth the Fees, charges, integration of the Platforms, and any other terms and conditions for the Customer’s use of specified Services.
- (ff) “**Pricing Data**” means the price established by the Seller to allow a Buyer to purchase the Seller’s Ad Inventory.
- (gg) “**Prohibited Content**” means any content that:
- (i) is false, fraudulent, deceptive, or misleading;
 - (ii) may be illegal in any applicable jurisdiction or that promotes illegal activity;
 - (iii) is hateful, discriminatory, intolerant, obscene, offensive, harassing, or threatening;
 - (iv) promotes dangerous, violent, or harmful behaviour;
 - (v) contains nudity or pornographic content or is of an inherently sexual nature that is inappropriate for a general viewing audience;
 - (vi) defames, misrepresents, abuses, or threatens others;
 - (vii) contains racial, ethnic, or political hate-mongering or otherwise objectionable content;
 - (viii) contains spoofing, redirecting, or trafficking from adult-related websites;
 - (ix) infringes or violates the rights of any third parties, including any copyright, trademark, patent, privacy, publicity, moral rights, or other personal or proprietary rights;
 - (x) encourages conduct that violates any Law;
 - (xi) constitutes or contains a false testimonial or undisclosed endorsement;

- (xii) is within a Regulated Ad Category;
 - (xiii) is within a Blocked Ad Category;
 - (xiv) is contrary to any applicable Law or Ad Law;
 - (xv) is contrary to the Ad Guidelines;
 - (xvi) is contrary to the Ad Terms and Conditions; or
 - (xvii) is otherwise objectionable to Bell Media, its Affiliates, or Bell Media Providers.
- (hh) **“Regulated Ad Category”** means any advertising category which is regulated by Law and/or Ad Law (e.g., alcohol, health products, medical devices, financial products and services, etc.) and for which Bell Media’s review and approval of the associated advertising creative is required prior to its acceptance of an Ad Unit. Regulated Ad Categories may be amended from time to time by Bell Media in its sole discretion.
- (ii) **“Report”** means a report generated by the Customer from the Bell Media Provided Software.
- (jj) **“Seller”** means a party (e.g., a network, supply-side platform, or publisher) that sells, attempts to sell, or serves an Ad Unit to Ad Inventory through a Service.
- (kk) **“Service”** (and, collectively, **“Services”**) means a service purchased pursuant to these Terms and Conditions, and additional terms and conditions applicable to the provision of the Service(s) as described in the Platform Service Order(s) entered into pursuant to these Terms and Conditions between the Customer and Bell Media from time to time, and shall occur within the Platform(s) accessed by the Customer.
- (ll) **“Service Policies”** means any written policies for use of the Services set forth in the applicable Platform Service Order(s) and/or the Bell Media user interface and/or as communicated by Bell Media to the Customer, including any inventory-specific or other terms that are incorporated therein by reference or link, and in each case as may be modified by Bell Media from time to time; provided that, Bell Media will provide notice by email to the Customer of material changes to the Service Policies other than changes to third party policies incorporated by reference therein.
- (mm) **“Sites”** means the digital properties (e.g., websites or applications) on which a Service is utilized.
- (nn) **“Transaction Basis”** means the basis upon which a particular Advertising Transaction is conducted.

2. **SCOPE OF TERMS AND CONDITIONS**

- (a) **Description of Bell Media’s Marketing Platform Services:** The Platforms are technology platforms that Bell Media’s customers access and use to analyze, conduct, optimize, and track their Advertising Transactions. Bell Media helps create, develop and improve the Platforms, along with its Bell Media Providers (as defined below) and Bell Media makes the Platforms available to its customers through Bell Media’s user interface, APIs, or other integrations Bell Media designates for such purpose. The Platforms include, without limitation:
- (i) **Bell Analytics:** Bell Media’s insights and measurement Platform (the **“Bell Analytics Platform”**). Bell Media’s first party data can be used to generate target audiences, data insights, and measurement services for media;
 - (ii) **Bell DSP:** Bell Media’s digital demand-side platform, where Ad Inventory can be sold to a customer on the Platform (the **“Bell DSP Platform”**). The Bell DSP Platform is a

programmatic advertising buying Platform with seat level enablement that combines Bell Media inventory and Bell data along with DSP open supply and data partners;

- (iii) **SAM TV:** Bell Media's linear television and booking solutions for customers to create optimized advertising campaigns across a variety of formats that meet the advertisers' objectives (the "**SAM TV Platform**"); and
- (iv) such other platforms as mutually agreed to by Bell Media and the Customer pursuant to the Platform Service Order(s).

The Platforms may be amended or otherwise altered from time to time at Bell Media's sole discretion.

- (b) **Services:** The Customer may elect to use, and Bell Media or one or more of the Bell Media Providers will provide, directly or indirectly, the Services in accordance with these Terms and Conditions. Bell Media may also make Services or Service functionality available to the Customer hereunder subject to the Customer's agreement to additional terms and conditions in the Platform Service Order(s), which may at Bell Media's discretion be provided to the Customer through the Services (e.g., via an online click-through agreement), and the Customer hereby represents, warrants, and agrees that any acceptance by the Customer will constitute a binding and enforceable agreement between the Parties. In the event of a conflict between the terms of these Terms and Conditions and the Platform Service Order(s), the order of precedence will be as follows: (A) Platform Service Order(s), and (B) these Terms and Conditions.
- (c) **Bell Media Providers:** Bell Media may perform its obligations under these Terms and Conditions through its Affiliates, agents, suppliers or subcontractors, including without limitation, Xandr, Inc. (collectively, the "**Bell Media Providers**", and each a "**Bell Media Provider**"), provided that Bell Media shall not be relieved of its obligations by using the Bell Media Providers. For greater certainty, nothing in these Terms and Conditions will prevent Bell Media from delegating or subcontracting the provision of its Platforms, any Service or any part thereof to any Bell Media Provider.
- (d) **Data Storage:** Bell Media or a Bell Media Provider may provide Services from outside Canada, and may access, process or store the Customer's Confidential Information or Client Data outside of Canada or the United States in the course of providing the Services. The Customer acknowledges that such access, processing, and storage will comply with the security policies and security requirements of Bell Media and/or its Affiliates. The Customer may access such Bell Media security policies and requirements in accordance with Section 8(j).
- (e) **Changes to Service:**
 - (i) An authorized representative of either Party may at any time and from time to time, request additions, deletions, amendments, or any other changes to a Platform Service Order, which include any changes to specifications for a Service, updates, or enhancements to Ad Inventory changes to a project plan for the Services set out in a Platform Service Order (if any); moves, adds, changes, or deletions of Services, service features, Bell Media-Provided Software; and changes to any interfaces shared between the Parties with respect to the Services (each a "**Change**").
 - (ii) Subject to (iv) below, the non-requesting Party shall respond within ten (10) business days of receipt of such request, or such reasonable time as necessary. In particular, Bell Media's response will indicate whether it is able to comply with the request using commercially reasonable efforts, set out any anticipated modifications to the Fees, if any, and identify other modifications required to these Terms and Conditions to comply with such request. The document setting out these details is referred to as the "**Change Order**" and shall be in a format agreed to by the Parties.

- (iii) Subject to (iv) below, if the Parties agree to implement the requested Change, an authorized representative of each Party shall provide written approval of their acceptance of the Change Order. Such approval will not be unreasonably withheld by either Party. No Change will come into effect unless and until it is approved by both Parties in accordance with this Section 2(f).
 - (iv) Each Party acknowledges that certain Changes are mandatory and chargeable because they are prescribed by Law or, in the case of Bell Media, relate to changes to Services it provides to the Customer on a non-dedicated basis or are otherwise required pursuant to Sections 5(a) or 6(e) ("**Mandatory Changes**"). Such Mandatory Changes must be accommodated by the other Party if technically feasible, and do not require the approval of the other Party.
 - (v) Disputes regarding whether a request constitutes a Change or a Mandatory Change, along with any associated pricing disputes, will be escalated and managed by the Parties in accordance with Section 13.
- (f) **Services to Customer Affiliates:** If requested by the Customer, Bell Media will provide the Services to any agent of the Customer or a Customer Affiliate in Canada and elsewhere as agreed and listed in the applicable Platform Service Order(s) to these Terms and Conditions in accordance with and as part of these Terms and Conditions as if such Services were provided directly to the Customer. Bell Media's provision of the Services to an agent of the Customer or a Customer Affiliate will not render it a third party beneficiary under these Terms and Conditions. Unless an agent of the Customer or a Customer Affiliate executes a separate agreement with Bell Media:
- (i) the Customer will be responsible for the compliance by the agent of the Customer or a Customer Affiliate, as the case may be, with these Terms and Conditions and the applicable Platform Service Order(s), including the payment terms; and
 - (ii) only the Customer will be entitled to enforce the rights or remedies available to the Customer or an agent of the Customer or a Customer Affiliate under these Terms and Conditions and applicable Platform Service Order(s), and Customer Affiliates will not be entitled to do so directly.

The provision of Services to agents of the Customer or Customer Affiliates will not have the effect of increasing the aggregate limitation of liability of Bell Media.

- (g) **Use of Bell Media Personnel:** Bell Media shall have exclusive authority for making decisions concerning the use of its personnel to provide the Services, including the right to re-assign personnel, provided that the Services continue to be rendered in accordance with these Terms and Conditions.

3. **FEES; PAYMENT OBLIGATIONS; TAXES**

- (a) **Fees:** Fees payable by the Customer shall be specified in the Platform Service Order(s). Bell Media reserves the right to change the Fees from time to time in its sole direction: provided that, any Fees which apply under an existing Platform Service Order will be honoured by Bell Media unless otherwise agreed in writing by the Parties. For clarity, Bell Media may change the Fees upon the renewal of an existing Platform Service Order.
- (b) **Payment Terms:** Payment terms will be specified in the "Payment Terms" sections of the Customer's Platform Service Order(s) (the "**Payment Terms**"). The Customer's use of the Platforms may be subject to credit limits, as determined by Bell Media in Bell Media's sole discretion from time to time. The Customer will promptly provide Bell Media with information Bell Media reasonably requires to complete Bell Media's payment review process. The Customer is responsible for providing complete and accurate billing and contact information to Bell Media, and notifying Bell Media promptly of any changes to such information. Where technically feasible, Bell Media will deliver the invoices electronically within one business day of the invoice date. Fees and

taxes are subject to a late payment charge (“**Late Payment Charge**”) at the rate specified in the invoice, which rate may vary from time to time, calculated from the invoice date, if Fees and taxes are not paid within thirty (30) days of the invoice date.

- (c) **Invoicing and Payment:** In accordance with the Payment Terms, (i) Bell Media will invoice the Customer for the Customer’s use of the Services, and the Customer will pay Bell Media the invoiced amounts by the applicable payment date (such date, the “**Customer Payment Date**”), and (ii) Bell Media will pay the Customer amounts due for the Customer’s sale of Ad Inventory through the Services by the applicable payment date (such date, the “**Bell Media Payment Date**”); provided that in the event an individual payment owed to the Customer is less than fifty dollars (\$50.00) or such other reasonable minimum payment threshold Bell Media sets (the “**Payment Threshold**”), Bell Media may elect to defer such payments (without penalty or late fee) to the next applicable Bell Media Payment Date that the individual payment due is greater than the Payment Threshold or, if such amount due has not increased in the trailing twelve month period, cancel such individual payment permanently without notice.
- (d) **Additional Payment Rules:** Bell Media may, at Bell Media’s discretion, set off amounts owed by the Customer to Bell Media against amounts owed by Bell Media to the Customer hereunder. No Fees owed to Bell Media will be prorated if the Customer decides to cease use of a Service or these Terms and Conditions are terminated prior to the end of a payment period. The Customer shall not withhold or deduct any amounts from, or set-off amounts owed by Bell Media or a Bell Media Affiliate to the Customer against any amounts invoiced by Bell Media or a Bell Media Affiliate under these Terms and Conditions. Bell Media may revise the Payment Terms as outlined in the Platform Service Order(s). If the Customer fails to honour revised Payment Terms, Bell Media may either suspend or terminate these Terms and Conditions and/or any Platform Service Order, at its sole discretion, on thirty (30) days’ notice.
- (e) **Taxes:** Except and solely to the extent as otherwise may be indicated by Bell Media, charges for Services do not include any taxes or government charges levied by or due to any duly authorized taxing authority and the Customer will, without offset against or deduction from amounts otherwise owed by the Customer hereunder, pay any such taxes and government charges derived from or imposed on transactions through the Services, including sales, value-added, goods and services, use, transfer, gross income based withholding, privilege, excise and other taxes and duties. The Customer must promptly provide Bell Media with completed and accurate tax forms and all other similar materials Bell Media requires (collectively all such forms and materials, “**Tax Materials**”). Notwithstanding anything set forth to the contrary in these Terms and Conditions, Bell Media may (i) withhold payments owed to the Customer hereunder without penalty or late fee until Bell Media has received the Customer’s Tax Materials, and (ii) deduct any applicable withholding taxes payable by the Customer from payments owed to the Customer by Bell Media hereunder as required by Law. Once Bell Media has received the Tax Materials, Bell Media will use commercially reasonable efforts to pay any amounts not paid to the Customer pursuant to the foregoing subsection (i) as soon as reasonably practicable.
- (f) **Audit:** The Customer shall retain its book and records relating to these Terms and Conditions throughout the Term and for seven (7) years thereafter. No more than once per calendar year, Bell Media may, upon thirty (30) days’ prior written notice, audit the Customer’s books and records relating to these Terms and Conditions. The Customer must immediately pay to Bell Media any underpayment of Fees of the Customer revealed by an audit. If an audit reveals an underpayment of Fees by the Customer of more than ten percent (10%), the Customer will pay all reasonable out-of-pocket expenses incurred by Bell Media while conducting the audit.
- (g) **Disputed Charges:** The Customer shall notify Bell Media in writing within one hundred and twenty (120) days of the date of the applicable invoice of any charges that the Customer disputes. If Bell Media determines, acting reasonably, that those charges should not have been billed or were over-billed, Bell Media will credit the Customer for those charges.

4. TERM; TERMINATION; SUSPENSION

- (a) **Term:** These Terms and Conditions will be effective from the Effective Date and continue until the earlier of (i) notice by either Party to the other following the expiration of the last remaining Platform Service Order, or (ii) mutual agreement of the Parties to terminate these Terms and Conditions and the last remaining Platform Service Order(s), in each case unless terminated in accordance with Section 4(b) below. For certainty, notwithstanding termination of these Terms and Conditions, those provisions of these Terms and Conditions specified by Section 15(i) will survive termination in accordance with such Section. For clarity, in the event of (x) the termination of any one particular Platform Service Order by either Party or (y) the expiration of any one particular Platform Service Order, such termination or expiration shall not automatically terminate these Terms and Conditions or any other existing Platform Service Order(s) entered into between the Customer and Bell Media.
- (b) **Termination:** Either Party may terminate these Terms and Conditions or any schedule, exhibit, Platform Service Order, supplement or addendum immediately if the other Party is in material breach of these Terms and Conditions or such schedule, exhibit, Platform Service Order, supplement, or addendum on notice to the other Party of such breach; provided, however, that if the breach is capable of cure, the breaching Party will have thirty (30) days from the notice date to cure the breach to the non-breaching Party's reasonable satisfaction. Notwithstanding the foregoing, if Bell Media breaches a material obligation in the provision of a Service, and Bell Media has not remedied that breach within thirty (30) days after receiving written notice of such default, the Customer shall only be entitled to terminate the specific Service(s) for which the breach occurred under the applicable Platform Service Order. In addition to the foregoing, either Party may terminate these Terms and Conditions or any schedule, exhibit, Platform Service Order, supplement or addendum immediately on notice to the other Party (a) in the event of a change of control of such other Party to a direct competitor, (b) if, in a Party's good faith determination, an act or omission by the other Party materially harms the general reputation or would harm that Party's reputation by its continued association with the other Party under these Terms and Conditions, or (c) if either Party (1) becomes insolvent or is generally unable to pay its debts as they become due, (2) files or has filed against it a petition for voluntary or involuntary bankruptcy and, in the case of involuntary bankruptcy, such petition is not dismissed within sixty (60) days, (3) makes or seeks to make a general assignment for the benefit of its creditors, or (4) applies for or consent to the appointment of a trustee, receiver or custodian for a substantial part of its property or business.
- (c) **Suspension of Access:** Bell Media may immediately suspend provision of the Services including the Customer's use of the Platforms without notice if (a) acting in good faith, Bell Media determines the Customer is in breach of these Terms and Conditions or any Platform Service Order, any Service Policy, or has failed to pay any amount invoiced hereunder as of the applicable Company Payment Date, or (b) the Customer (i) becomes insolvent or generally unable to pay the Customer's debts as they become due, (ii) files or has filed against the Customer a petition for voluntary or involuntary bankruptcy and, in the case of involuntary bankruptcy, such petition is not dismissed within sixty (60) days, (iii) makes or seeks to make a general assignment for the benefit of the Customer's creditors, or applies for or consents to the appointment of a trustee, receiver or custodian for a substantial part of the Customer's property or business.
- (d) **Charges Payable:** On the termination of these Terms and Conditions or a Platform Service Order for any reason, all payments required to be made by either Party thereunder, shall be due and payable immediately. Termination of these Terms and Conditions or a Platform Service Order shall not relieve the Customer from any liability which accrued before the termination became effective.

5. BELL MEDIA SOFTWARE AND PROPERTY; INTELLECTUAL PROPERTY

- (a) **Bell Media Provided Software:**
All material, API and software required for the Customer to use the Platforms and made available to the Customer by Bell Media or the Bell Media Providers, and any other software used by Bell Media in the provision of the Services (collectively, "**Bell Media Provided Software**") shall at all

times be and remain the exclusive property of Bell Media or the Bell Media Providers, wherever located, including on the Customer premises. Upon termination or expiration of these Terms and Conditions or a Platform Service Order, the Customer shall either return or release the Bell Media Provided Software to Bell Media as directed by Bell Media and at the Customer's expense. The Customer shall ensure at all times that the Bell Media Provided Software is stored in a manner and in an environment that conform to the relevant specifications provided by Bell Media or, if no such specifications are provided, in a manner and in an environment that would be deemed appropriate by a reasonably prudent person. Bell Media may, in its sole discretion, make changes to or replace the Bell Media Provided Software used in connection with the provision of the Services, provided that any such changes or replacement of Bell Media Provided Software do not change the functionality of the related Service(s).

- (b) **Bell Media Intellectual Property**: As between the Customer and Bell Media, the Customer acknowledges that Bell Media shall retain all right, title, and interest, including all intellectual property rights, in and to the Services (including without limitation, the Customer's use of the Platforms), the Bell Media Provided Software and any changes or improvements made thereto by or on behalf of Bell Media or any Bell Media Providers. Bell Media shall retain all right, title and interest in any suggestions, input, enhancement request, recommendations, corrections, specifications, or other feedback provided by the Customer to Bell Media in connection with the operation of the Services and the use of the Platforms. Bell Media hereby grants to the Customer a fully paid-up, royalty free, non-transferable, and non-exclusive license to use the Platforms (including without limitation, the Data Tools, the Bell Media Provided Software, and Bell Media's intellectual property therein) only for the purposes of using the Services in accordance with these Terms and Conditions during the term of the Platform Service Order(s). Bell Media's intellectual property includes, without limitation, all aspects of its technology, branding, Platforms, Services, and Data Tools, including any software or applications developed or created by Bell Media (or on Bell Media's behalf, by Bell Media Providers or otherwise) that can access or communicate with the Customer's servers or systems using the Customer's or Bell Media's API specifications and any Bell Media Analytics segments.
- (c) **Customer Intellectual Property**: As between the Customer and Bell Media, Bell Media acknowledges that the Customer shall retain all right, title, and interest, including all intellectual property rights, in and to the Customer's intellectual property and any modifications made thereto by the Customer, as set out in a Platform Service Order. The Customer, on behalf of itself and its Affiliates, hereby grants to Bell Media, the Bell Media Providers, and Third Party Users, a fully paid-up, royalty free, non-transferable, and non-exclusive license to use the Customer's intellectual property only for the purposes of providing the Services to the Customer and use of the Platforms during the term of the Platform Service Order(s), including without limitation to use and incorporate into the Services any suggestion, input, enhancement request, recommendation, correction, specification, or other feedback provided by the Customer relating to the operation of the Services and use of the Platforms.
- (d) **Third Party Intellectual Property**: At its expense, the Customer shall be solely responsible for obtaining any and all licenses, clearances, authorizations, permissions, releases, and rights of images, videos, and any other Content that is uploaded to the Platforms. For clarity, Bell Media is in no way responsible for Content the Customer uploads to the Platforms. The Customer will not upload any Prohibited Content and will be in compliance with all applicable local, provincial, state, and federal laws with respect thereto. The Customer will indemnify, defend, and hold harmless Bell Media, and each of its Affiliates, directors, members, employees, agents, successors, and assigns from all third party claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorney's fees and expenses) arising from: (i) a third party claiming the uploaded Content infringes in any manner any intellectual property right of any third party or contains any material or information that is deceptive, obscene, defamatory, libelous, slanderous; that violates any person's right of publicity, privacy, or personality; has otherwise resulted in any tort, injury, damage, or harm to any person; or violates any applicable law, rule, regulation, or ordinance; and (ii) any infringement or misappropriation of a third party's trade secret, patent, trademark, or

copyright in connection with the Ad Units, Ad Inventory, Sites, technology, data, or other materials the Customer provides or uses with the Services (the indemnification obligations of the Customer described in these clauses (i) and (ii), the “**IP Infringement Obligations**”). The Customer’s IP Infringement Obligations will not apply to claims to the extent arising from: (1) Bell Media’s provisions of the Services in violation of these Terms and Conditions; or (2) Bell Media’s infringement or misappropriation of a third party’s trade secret or patent, trademark, or copyright. If the Services or any portion thereof become, or in Bell Media’s reasonable opinion is likely to become, the subject of an intellectual property infringement claim, Bell Media will promptly notify the Customer and, at Bell Media’s sole option and expense, either: (x) procure the right to continue providing the Services as contemplated by these Terms and Conditions; (y) modify the Services to render the Services non-infringing; or (z) replace the Services with substantially equivalent, non-infringing services. If none of the foregoing options is commercially practicable, then each Party will have the right to terminate these Terms and Conditions with respect to the infringing Services.

(e) **Restrictions**: The Customer may not, except as expressly permitted in writing by Bell Media:

- (i) upload or link to any Prohibited Content to the Platforms;
- (ii) modify, tamper with, or otherwise create derivative works of the Services (including, without limitation, the Platforms) or Bell Media Provided Software in any manner;
- (iii) use the Platforms and Data Tools for any reason except as explicitly provided for in these Terms and Conditions and the Platform Service Order(s);
- (iv) disclose, distribute, resell, license, sublicense, or publish the Services (including, without limitation, the Platforms) or Bell Media Provided Software in any manner;
- (v) make use of the Services or Bell Media Data to engage in any activities related to profiling or categorization that may lead to unfair, unethical, or discriminatory treatment contrary to applicable laws, including privacy, data protection, and human rights laws;
- (vi) authorize a third party to use, copy, or modify the Services (including, without limitation, the Platforms) or Bell Media Provided Software in whole or in part;
- (vii) access the Bell Media Provided Software or Services (including, without limitation, the Platforms) in order to build a competitive product or service or copy any features, functions or graphics of the Bell Media Provided Software or the Services (including, without limitation, the Platforms);
- (viii) reverse engineer, decompile, disassemble, re-engineer, or otherwise create or permit, allow, or assist others to create the source code of any software delivered by Bell Media in object code format only, including without limitation any proprietary features of the Platforms, Data Tools, the Services, or any Confidential Information;
- (ix) remove the copyright and other proprietary notices and legends placed on the Services, the Platforms, or Bell Media Provided Software provided by Bell Media;
- (x) reverse engineer, modify, tamper with, attempt to re-identify, disaggregate, or de-anonymize Bell Media Data;
- (xi) commingle or intermix any third party data with Bell Media Data;
- (xii) use a Report for purposes other than the Customer’s or a Client’s internal business use;
- (xiii) publish or otherwise disclose information relating to performance or quality of the Bell Media Provided Software or Bell Media Data to any third party, except for limited performance and

quality data as may typically be disclosed during the marketing, promotional, and sales processes;

- (xiv) violate any applicable laws, rules, or regulations or rights, including intellectual property, privacy, or publicity rights, in connection with the use of the Services (including, without limitation, the Platforms);
 - (xv) use the Services (including, without limitation, the Platforms) in any manner that could damage, disable, overburden, or impair the Services (including, without limitation, the Platforms) or any aspect thereof;
 - (xvi) interfere with the security of, or otherwise abuse, the Platforms, system resources, accounts, servers, or networks connected to or accessible through the Platforms;
 - (xvii) disrupt or interfere with any other person's use or enjoyment of the Platforms;
 - (xviii) transmit through the Platforms: (A) any virus, trojan horse, worm, backdoor, shutdown mechanism, or any similar software, code, or program which is intended to, is likely to, or has the effect of disabling, denying access to, damaging or destroying, corrupting or affecting the normal use of the Platforms or any data, software, or equipment used in conjunction with the Platforms; (B) any material that is or is reasonably likely to be construed as deceptive, fraudulent, libelous, defamatory, threatening, intimidating, abusive, harassing, violent, degrading, obscene, pornographic, profane, harmful, or injurious to individuals; tortious; or that may otherwise result in criminal, regulatory, or civil liability; (C) any material that does or is reasonably likely to contravene any applicable law; or (D) any material that infringes or violates any agreement, intellectual property rights including copyright, trade-secret, patent or trademark rights, moral rights, publicity rights, privacy rights, fiduciary obligations, or other rights of a third party;
 - (xix) use or attempt to use another person's account, password, service, system, or other information or create or use a false identity, impersonate any person, or otherwise misrepresent the Customer's identity;
 - (xx) attempt to obtain unauthorized access to any portion of the Platforms which the Customer is restricted from accessing;
 - (xxi) remove, alter, or obscure any confidentiality or the proprietary notices (including copyright and trademark notices) and legends placed on the Services (including, without limitation, the Platforms) on or within the Bell Media Provided Software or any software of Bell Media Providers; or
 - (xxii) manipulate, analyze, reverse engineer, re-identify, disaggregate, de-anonymize, combine, or attempt to alter any of the anonymity rules; access the underlying source data; or combine any of the de-identified customer or personal data available to the Customer through the Platforms as described in Section 8(h).
- (f) **Restrictions on Use of Bell Media's Brand:** The Customer may not, without Bell Media's prior written approval, use the logos, trademarks, service marks, trade names, tag lines, slogans, designs, advertising, marketing, or promotional material of the Bell Media identity or the identities of Bell Media's Affiliates and the Customer has no right, title, or interest in any of them. The Customer shall not identify Bell Media as the developer or provider of the Bell Media Provided Software or Bell Media Data without Bell Media's prior written approval. Further, the Customer shall not divulge to any third party how the Bell Media Data was collected or aggregated and may only describe the Bell Media Data in generic terms as telecom consumer data.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS; DISCLAIMER; MIGRATION

Each Party represents, warrants, and covenants to the other as follows and acknowledges that the other is relying on the following representations, warranties, and covenants in entering into these Terms and Conditions.

(a) Mutual Representations, Warranties and Covenants:

- (i) **Validly Existing:** It is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and has all requisite corporate power and authority to own and operate its business and properties and to carry on its business as such business is now being conducted, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in these Terms and Conditions;
- (ii) **Authority:** It has the necessary corporate power, authority, and capacity to perform its obligations under these Terms and Conditions, and its entry into these Terms and Conditions has been duly authorized by all necessary corporate or other action on behalf of it;
- (iii) **Applicable Laws:** It shall comply with all applicable Laws, statutes, ordinances, by-laws, and regulations applicable to it in its capacity as either a user of the Services or as a provider of the Services;
- (iv) **No conflict:** The entering into of these Terms and Conditions and the compliance with the covenants, terms, and conditions hereof do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (A) any Law applicable to the Party; (B) the constating documents or resolutions of the Party which are in effect at the date hereof; (C) any mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease, or other document to which the Party is a party or by which it is bound; or (D) any judgment, decree, or order binding the Party or its property or assets, and
- (v) **Required Consents:** It has obtained all necessary and required consents from third parties as required to enter into and participate in these Terms and Conditions, including granting any licenses pursuant to these Terms and Conditions.

(b) Representations, Warranties and Covenants of Bell Media:

- (i) **Bell Media Services:** Bell Media represents and warrants to the Customer that the Services will facilitate Advertising Transactions according to the Customer's Platform Service Order(s) provided, however, that Bell Media is not responsible for inaccurate or incomplete information and/or data provided by the Customer or a third party through the Services. The Customer may at Bell Media's invitation elect to try Service features that Bell Media expressly identified as "Beta", "Alpha", "Pre-Release", unsupported, or some similar identification ("**Beta Services**"). Beta Services may be subject to additional terms, and Bell Media will have no liability arising out of or resulting from the Customer's use of any Beta Service.
- (ii) **Reasonable Skill, Care and Diligence:** Bell Media shall perform, or cause to be performed (including through appropriate supervision and inspection), the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care, and diligence, consistent with industry standards applicable to comparable providers of similar services, in accordance with these Terms and Conditions.
- (iii) **Bell Media Software:** Bell Media represents and warrants to the Customer that the Bell Media Provided Software, as initially delivered to the Customer, performs substantially in

accordance with its functionality as specified in the user manuals and other documentation delivered with the Bell Media Provided Software. In the event of a breach by Bell Media of this Section, Bell Media shall at its sole option: (1) repair the Bell Media Provided Software; (2) replace the Bell Media Provided Software with software of substantially similar functionality; or (3) if, Bell Media is unable to provide either (1) or (2) within ninety (90) days, Bell Media shall refund all pro-rated amounts paid by the Customer for the Bell Media Provided Software. The foregoing constitutes the Customer's exclusive remedy for such breach. Bell Media additionally represents and warrants to the Customer that the Bell Media Provided Software does not contain: (x) any virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software; or (y) any time bomb, drop dead device, or other software designed to disable a computer program automatically with the passage of time or under the positive control of any person.

- (c) **Representations, Warranties and Covenants of the Customer:** The Customer represents, warrants and covenants to Bell Media that it:
- (i) is solely responsible for all use of the Services hereunder;
 - (ii) will use the Services, including the Platforms and Data Tools in compliance with the Customer's agreements with third parties;
 - (iii) will not violate or use the Services in a way that violates (or causes Bell Media to violate), any applicable Law or third party right; and
 - (iv) has obtained, and hereby does grant to Bell Media, all rights in and to the Customer and the Customer's Clients' Ad Units, Ad Inventory, and Sites reasonably required for Bell Media to deliver the Services; and (v) will comply, and will cause its Affiliates and Clients (as applicable) to comply, with the Service Policies, which are incorporated into these Terms and Conditions by reference. The Customer's Affiliate(s) may use the Services pursuant to these Terms and Conditions if listed in a Platform Service Order, provided that the Customer will be liable for the acts and omissions of any such Affiliate and Bell Media is under no obligation to invoice or pay any such Affiliates directly. The Customer will be solely responsible for notifying its Affiliate(s) and Client(s), as applicable, of any future modifications to these Terms and Conditions or the applicable Platform Service Order.
- (d) **Disclaimer:** The Customer acknowledges that Bell Media's Services pursuant to these Terms and Conditions are provided "as is", and any use thereof will be undertaken solely at the risk of the Customer. Except for the representations and warranties in Sections 6(b)(ii) and 6(b)(iii), Bell Media does not make any representations, warranties, or conditions of any kind, whether legal, express, implied, statutory, or otherwise, including without limitation, (i) warranties of quality, non-infringement, or fitness for any particular purpose; (ii) that the Platforms and Bell Media Provided Software will be uninterrupted, error-free, and that there are no viruses or other harmful components contained in Bell Media's advertising technology solutions, the Platforms or Bell Media Provided Software; (iii) that any data will be secure or not otherwise lost or damaged; (iv) that any decisions or activities undertaken, or interpretations by, the Customer based on a report; and (v) that its security methods are sufficient in any respect, regarding correctness, accuracy, or reliability of any information set forth herein. For the avoidance of doubt, Bell Media does not guarantee the Services will be uninterrupted or error-free. Bell Media may elect to stop providing the Services at any time, for any reason; provided, however, any such termination shall comply with the termination provisions as set forth herein. The Customer acknowledges that Bell Media has no control over third party Content. Bell Media does not endorse any of the third party Content in any form, accessible or made available to or by the Customer, the Customer's Clients, or Third Party Users through the use of the Services, nor does Bell Media bear any responsibility for the third party Content. Under no circumstances whatsoever shall Bell Media be liable: (x) for any claim that Content constitutes false advertising or misrepresentation; (y) in respect of any product liability claims in connection with third party Content;

or (z) for any claim that third party Content violates any other applicable Law, regulation, or code of conduct. Unless otherwise expressly set out in these Terms and Conditions or a Platform Service Order the warranties provided in these Terms and Conditions replace all other warranties and conditions. The Customer waives all other warranties and conditions, express, implied, or statutory, including any warranty of merchantability, fitness of a particular purpose, or availability or reliability of the Services. Except to the extent prohibited by law, Bell Media and its Affiliates disclaim all warranties and conditions, including any implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties and conditions arising from statute, course of dealing, usage of trade or otherwise. Bell Media is not obligated to review the completeness, accuracy, or any other aspect of any information provided or processed through the Bell Media Provided Software.

- (e) **Migration:** During the term of these Terms and Conditions or a Platform Service Order, Bell Media may migrate the Services to an alternative service, service provider, or technology or replace Bell Media Provided Software as long as the alternative service or technology or Bell Media Provided Software provides substantially similar functionality as the Services on the Platforms. Should this event occur, the definition of “**Services**” will include the alternative service or technology for the purposes of these Terms and Conditions. Bell Media shall not be responsible if any changes in the Services affect the performance of material, equipment, or software other than Bell Media Provided Software or cause such material or software to become obsolete or require modification or attention. Bell Media shall provide the Customer with thirty (30) days’ notice of the migration and the Customer shall co-operate with Bell Media to implement the migration.

7. LIMITATION OF LIABILITY & INDEMNITIES

- (a) **LIABILITY FOR DAMAGES:** THE PARTIES AND THEIR AFFILIATES (AND, IN THE CASE OF BELL MEDIA, BELL MEDIA’S AND BELL MEDIA PROVIDERS’) TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY, CLAIMS OR LOSSES (COLLECTIVELY, “**DAMAGES**”) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE PROVISION OF SERVICES UNDER THESE TERMS AND CONDITIONS, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AGGREGATE MONTHLY FEES PAYABLE BY THE CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO THE DAMAGES DURING THE SIX MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES (OR, IF THE CLAIM ARISES DURING THE FIRST SIX MONTHS OF THE TERM, SUCH MONTHLY AMOUNTS THAT WOULD HAVE BEEN PAYABLE DURING THE FIRST SIX MONTHS OF THE TERM), LESS ALL AMOUNTS PAID FOR PREVIOUS DAMAGES FOR SUCH SERVICES, IF ANY.

THE FOREGOING LIMITATION DOES NOT APPLY TO:

- (i) ANY DAMAGES TO THE EXTENT ARISING OUT OF THE CUSTOMER’S NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT;
- (ii) THE CUSTOMER’S INDEMNITY OBLIGATIONS IN SECTION 7(d), SECTION 7(e), OR THE IP INFRINGEMENT OBLIGATION PURSUANT TO SECTION 5(d); OR
- (iii) THE CUSTOMER’S LIABILITY FOR FEES, TAXES, AND ANY RELATED CHARGES.

FOR GREATER CERTAINTY, ANY DAMAGE THAT IS WITHIN THE SCOPE OF AN INDEMNITY IS CONSIDERED DIRECT DAMAGES FOR THE PURPOSES OF THIS SECTION 7.

- (b) **NO LIABILITY FOR CERTAIN DAMAGES:** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE PROVISION OF SERVICES UNDER A PLATFORM SERVICE ORDER, OR THE FOLLOWING WHETHER CHARACTERIZED AS DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES: LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, MISAPPROPRIATION OF PERSONAL DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM, WHETHER ARISING IN TORT, OR CONTRACT LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF SUCH PARTY HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THOSE DAMAGES. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS ENTERED INTO THESE TERMS AND CONDITIONS RELYING ON THE LIMITATIONS OF LIABILITY STATED HEREIN AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

- (c) **RIGHTS AND REMEDIES:** ALL OF THE CUSTOMER'S RIGHTS AND REMEDIES RELATING TO SERVICE INTERRUPTIONS, INCLUDING ANY CREDITS, REFUNDS OR RIGHTS OF TERMINATION, ARE AS MAY BE SET OUT IN THE RELEVANT PLATFORM SERVICE ORDER. THESE RIGHTS AND REMEDIES ARE SUBJECT TO THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 7 AND ARE THE ONLY REMEDIES FOR A SERVICE INTERRUPTION.
- (d) **Customer's Indemnity:** The Customer shall indemnify and save Bell Media, its Affiliates and the Bell Media Providers harmless from and against all Damages suffered in connection with (i) the Customer's use of the Platforms, Data Tools, or Services in a manner contrary to or not reasonably contemplated by these Terms and Conditions or any Platform Service Order(s); (ii) Damages to Bell Media, its Affiliates and Bell Media Providers, or Bell Media's other customers, including data loss and downtime, arising from property damage or other acts or omissions of the Customer while using the Services (including, without limitation, the Platforms); (iii) transmission of the Content by the Customer or its Clients; (iv) the Customer's use of Platforms, Services, or Ad Inventory in a manner that is prohibited as determined by Bell Media or does not comply with Bell Media's Service Policies or those of any Bell Media Provider, or applicable Law; and (v) claims against Bell Media or a Bell Media Provider by a client in connection with the Services.
- (e) **Indemnity for Personal Property:** Each Party hereby agrees to indemnify the other Party against all Damages to real or tangible personal property sustained by the other or any third party to whom the other may become liable as a result of any negligent act or omission or willful default on the part of such Party, its employees or agents arising from its performance of any of its obligations under these Terms and Conditions.
- (f) **Indemnity Procedure and Application:**
 - (i) The indemnification and defense obligations in this Section 7 are subject to the following: (A) the Party seeking indemnification or defense shall notify the indemnifying or defending Party of such claim without undue delay; (B) the indemnifying or defending Party shall have exclusive control over the defence, final award, or settlement of such claim; and (C) the Party being indemnified or defended shall cooperate with the indemnifying or defending Party in such defence and settlement.
 - (ii) The indemnification and defence obligations set out in this Section 7 shall survive termination or expiry of these Terms and Conditions.

8. CONFIDENTIAL INFORMATION; DATA; PRIVACY; SECURITY

- (a) **"Confidential Information"** means any data, documentation, or other information of a proprietary or confidential nature of a party, or its Affiliates, or which is treated as confidential by a Party or its Affiliates, whether or not identified as being confidential or proprietary, which is disclosed or made

available to the other Party in connection with the negotiation, preparation, or performance of these Terms and Conditions. The design, installation, delivery, or implementation of the Platforms, including Data Tools, pricing information, service levels, and network design specifications shall constitute Confidential Information of Bell Media. Confidential Information excludes the Customer's name, address, and listed telephone number and any data, documentation, or other information which is (i) in the public domain, (ii) known to the receiving Party prior to receipt thereof from the disclosing party, or (iii) available to the receiving Party on a non-confidential basis from a source other than the disclosing Party (or, in Bell Media's case, a Bell Media Provider), if that source or its source is not in breach of any obligations of confidentiality to the disclosing Party (or, in Bell Media's case, a Bell Media Provider); or (iv) the receiving Party can show to have been developed independently by the receiving Party without using the Confidential Information of the disclosing Party. The receiving Party agrees to take such care to protect the confidentiality of the Confidential Information as would be taken by a reasonable party to protect its own Confidential Information from disclosure subject to the exceptions set out below. Notwithstanding the foregoing, Bell Media may disclose the fact that the Customer is a customer of Bell Media, the Customer's Service rates, the fact of the Customer's use of Service functionality, and any material deviation of these Terms and Conditions from Bell Media's standard terms and conditions. Subject to the use and disclosure rights in Section 8(d), Customer Data is the Customer's Confidential Information.

- (b) Except as (i) required by Law, regulation, or lawful request or to carry out its obligations; and (ii) required to use or provide the Services under these Terms and Conditions and the Platform Service Order(s), the receiving Party agrees not to use or disclose the Confidential Information without disclosing party's prior written consent.
- (c) In the event that Bell Media is provided with access to the Customer's Clients' information, the Customer shall ensure that it has all the requisite consents for Bell Media to use such Client Data in the manner contemplated under these Terms and Conditions. The Customer acknowledges and agrees that in the event that the Customer provides Bell Media with access to Client Data where Bell Media is not required to have such access, Bell Media shall not be liable for any loss, unauthorized access to, or any other act or omission in relation to the Client Data.
- (d) As between the Customer and Bell Media, the Customer will own the Customer Data. The Customer hereby grants to Bell Media the right to use and disclose Customer Data (a) as aggregate Service statistics; (b) to provide, manage, maintain, and enhance the Services (including disclosure of impression-level information to participants in the Customer's Advertising Transactions); (c) as elected by the Customer in connection with the Customer's use of the Services (including, to third parties whose services the Customer elects to use); and (d) to enforce Bell Media's rights under these Terms and Conditions. Bell Media will retain Customer Data in accordance with Bell Media's public-facing privacy disclosures, or as otherwise agreed upon. Bell Media grants the Customer the non-exclusive right to access and use Bell Media's Services to conduct Advertising Transactions, subject to the terms and conditions of these Terms and Conditions. Each Party owns and retains all right, title, and interest in and to all of its intellectual property, and no rights are granted to the other Party's intellectual property except as expressly set forth in these Terms and Conditions. Bell Media shall retain the exclusive right, title, and interest in and to all of Bell Media's software and applications developed or created by Bell Media (or on Bell Media's behalf) that can assess or communicate with the Customer's servers or systems using Bell Media's or the Customer's API specifications.
- (e) Bell Media and the Customer will share data to ensure Bell Media is able to operate the Platforms and provide its Services. Specific data attributes, fields, and data types required by Bell Media and Bell Media Providers will be set out in the Platform Service Order(s).
- (f) In consideration of the Services provided and used hereunder, the Customer will ensure that the Customer's Bidding/Targeting Terms are acquired in accordance with applicable privacy laws, rules, and regulations, including industry self-regulations ("**Privacy Laws**"). The Customer will have and ensure that each of the Customer's owned, operated, or controlled Sites contains, and will

require of each of the Customer's Clients that each of their Sites contains, an easily accessible and discoverable privacy policy that (i) complies with all applicable Laws governing notice to Clients; (ii) discloses usage of third party technology to collect and use data in connection with the Services; and (iii) as applicable for the Customer's business, and consistent with industry standards, provides end users access to a user choice mechanism such as, for example, the opt out page(s) of the Network Advertising Initiative, the Digital Advertising Alliance, or the European Digital Advertising Alliance. If, apart from the Customer's use of the Services, the Customer's associate data derived from the Customer's use of the Services with information that directly identifies an individual, the Customer will do so only in accordance with all Privacy Laws.

- (g) The Parties acknowledge that in the event any Personal Data is collected, used, or disclosed by them, it will be done so in accordance with the Law applicable to private-sector federal legislation of Canada.
- (h) Bell Media acknowledges and agrees that Personal Data about the Customer's directors, officers, employees, agents, and subcontractors or the Customer's Clients which is collected or stored by Bell Media in the course of providing the Services ("**Customer Personal Data**") constitutes Confidential Information of the Customer to which the provisions of this Section 8 apply, except to the extent such provisions are inconsistent with this Section 8(h), which prevails with respect to Customer Personal Data. Bell Media agrees that:
- (i) it will collect and store Customer Personal Data in accordance with applicable Privacy Laws;
 - (ii) it will not request Customer Personal Data beyond what is necessary to fulfill the scope of these Terms and Conditions;
 - (iii) it will not knowingly collect or store Customer Personal Data beyond what is necessary to fulfill the purpose(s) for which it is made available to Bell Media;
 - (iv) upon written request from the Customer, it will return or destroy all copies of Customer Personal Data and certify that it has done so;
 - (v) it will reasonably cooperate with the Customer in connection with access requests for the Customer Personal Data and correction requests in connection with Customer Personal Data; and
 - (vi) it will reasonably cooperate with the Customer in connection with any employee or third party complaints initiated against the Customer related to the Customer's compliance with applicable privacy laws in connection with Bell Media's performance of the Services.
- (i) **De-Identified Information:** The Platforms may include information derived from customer Personal Data that has been de-identified by Bell Media. The Customer will not manipulate, analyze, reverse engineer, re-identify, disaggregate, de-anonymize, combine, or attempt to alter any of the anonymity rules; access the underlying source data; or combine any of the de-identified customer or personal data available to the Customer through the Platforms, including demographic, behavioural, and location data ("**De-Identified Data**") with any additional factors, data, or information, (whether derived from the De-identified Data or otherwise available to the Customer), for the purposes of attempting to re-identify any individual or creating information that presents a serious possibility it could identify an individual. The Customer will not associate or bring into the Services or the Platforms any information in a manner that may create a risk or re-identifying the De-Identified Data to an identifiable individual, either by linkage, or association, or any other manner. The Customer will not authorize or permit any of its employees, licensors, agents, subcontractors, third party providers or suppliers, or any other third party to do any of the foregoing. Without limitation, the Customer shall access and use the De-Identified Data as available only in its de-identified state and not attempt in any way to extract or create customer Personal Data from the De-Identified Data, whether alone or in combination with other data. The Customer will

immediately inform Bell Media of any case of re-identification of the De-Identified Data, or any other breach of this Section, and will take all necessary measures to destroy re-identified information. Upon reasonable notice, and if requested by Bell Media, the Customer shall provide Bell Media with a certification by an officer of the Customer confirming compliance with this Section.

Without limiting any of the foregoing, the Customer will not sell or license the De-Identified Data or access to the De-Identified Data or distribute any De-Identified Data in any manner competitive to or that may undermine the Platforms.

- (j) In performing the Services, where agreed by the Parties, Bell Media will comply with the policies, processes, procedures, and standards of the Customer which are expressly set out in a Platform Service Order (the “**Customer Policies**”). Bell Media may comply with the Customer Policies by performing the Services in accordance with no less stringent Bell Media policies. Any changes to the Customer Policies will be handled as a Change in accordance with Section 2(f).
- (k) Each Party acknowledges that any violation of the provisions of this Section 8 may cause irreparable damage or injury to the other party, the exact amount of which may be impossible to ascertain, and that, for such reason, in addition to any other remedies available to the other party, the other Party is entitled to proceed immediately to court in order to obtain, and such Party will consent to, interim, interlocutory, and final injunctive relief restraining such Party from breaching, and requiring such Party to comply with its obligations under this Section 8, without a requirement that a finding of irreparable harm or other criteria for the awarding of injunctive relief be made.

9. CUSTOMER’S OBLIGATIONS AND SERVICE RULES

- (a) **Prohibited Acts:** The Customer will not, will not attempt to, and will not assist or knowingly permit any third party, to:
 - (i) *General.* (i) copy, reproduce, modify, disassemble, decompile, reverse engineer, or create derivative works of the Platforms, any Service, or the Data Tools (or portion thereof); (ii) breach, disable, interfere with, or develop or use any workaround for, or otherwise misuse or damage, the Platforms or any Service or any activity on a Bell Media server; (iii) set, read, write, modify, or delete any cookie on a Bell Media-owned, operated, or controlled domain or the Platforms or use Bell Media’s Services to modify cookies on any domain the Customer does not own, operate, or control, or otherwise have appropriate authorization to modify; (iv) pass to Bell Media, or otherwise associate a Bell Media-provided identifier with, or use in association with the Services to target advertising, any information that (A) by itself directly identifies an individual, such as a person’s name, address, phone number, email address, or government identifier, or (B) is deemed sensitive by any applicable Privacy Law (including, as applicable and without limitation, health information and information about children or an end user’s visit to a child-directed Site), or (C) in a manner inconsistent with the Service Policies (including pertaining to children and sensitive information); (v) pass incomplete or incorrect Bidding/Targeting Terms; or (vi) when using any Service of the Platforms, collect or use data provided by, from, or related to a third party Buyer, Seller, advertiser, publisher or Site (each, a “**Third Party User**”), for purposes of segmenting, re-targeting, creating, supplementing or amending user or inventory profiles, or amending interest categories, or syndication or other distribution to third parties, unless, (A) such data collection and usage are authorized by or on behalf of the applicable Third Party User, or (B) when the Customer is using the Service as a Buyer, the data is independently derived by the Customer from a user’s “click” or other interaction with an Ad Unit and not related to the Seller or underlying publisher.
 - (ii) *Buyer-Specific.* when using a Service as a Buyer: (i) provide an Ad Unit to Bell Media or configure the Ad Unit to link to digital properties (e.g., websites and applications) that (A) will, when viewed or clicked, cause the download or delivery of any software or executable code (without effective user consent), virus, or malicious or social engineering (phishing) code or features, or (B) is Prohibited Content or is otherwise obscene, deceptive, or violates or

infringes upon the rights of any third party; or (ii) disclose Ad Inventory availability, volume, or pricing data obtained through the Service without authorization from the Seller, except to provide reporting to the Customer's applicable Client(s) about their Advertising Transactions.

- (iii) *Audit.* Bell Media reserves the right to audit the Customer's use of the Platforms, its Ad Inventory, and related activities to ensure the Customer's compliance with the terms of these Terms and Conditions, and the Customer will reasonably cooperate with any such audit. Any audit will occur upon reasonable advance written notice to the Customer, and will be conducted during normal business hours, in a manner designed to not unreasonably interfere with the Customer's ordinary business operations, and no more than once in every twelve (12) month period unless Bell Media finds material noncompliance as a result of the prior audit. Any Confidential Information belonging to the Customer that is accessed or disclosed during the audit will remain the Customer's Confidential Information (excluding Bell Media's Confidential Information). Any audit will be at Bell Media's expense, unless a material non-compliance is discovered, in which case the Customer will reimburse Bell Media for such audit expenses.

(b) **Additional Service Rules:**

- (i) All Advertising Transactions deemed by Bell Media to be executed pursuant to the Services are final and binding, and the Customer will be ultimately responsible for any and all payment obligations for the Customer's Advertising Transactions. The Customer will have no recourse against Bell Media for (i) any Advertising Transaction that does or does not occur based on erroneous Bidding/Targeting Terms entered by the Customer or any other party to the Customer's Advertising Transactions, and (ii) any discrepancy between Bell Media billing measurements (including impression and click count) and any alternative measurements produced by the Customer or a third party. Bell Media's billing measurements will be the sole basis for determining the amounts owed between the Parties pursuant to the Customer's use of the Services. Except to the extent caused by Bell Media's negligence, grey gifs, system defaults, and broken images will be counted as executed Advertising Transactions hereunder. The Customer agrees that in order to enable the Customer to buy Ad Inventory on a different Transaction Basis than the Customer's counterparty to an Advertising Transaction, Bell Media may translate between those Transaction Bases using any methodology Bell Media determines at its sole discretion, which methodology may incorporate hedges against the risk of translation and additional fees, and that such translation may result in differences between the amounts collected by Bell Media from the Buyer and the amounts paid out to the Seller for such Advertising Transactions.
- (ii) Bell Media, at its sole discretion, may reject, remove, block, or deactivate Ad Units, ad tags, Ad Inventory, or Sites for any reason, including non-compliance with Bell Media's Service Policies, those of any Bell Media Provider or the Customers' respective policies, or applicable Law. Bell Media shall reserve the right to reject, remove, or block any Buyer, Seller, or Client from the Platforms and the Sites or any Buyer, Seller, or Client engaged on the Platforms for non-compliance with Bell Media's Service Policies or those of any Bell Media Provider, any agreement between Bell Media (or a Bell Media Affiliate or Bell Media Provider) and such Buyer, Seller or Client, or applicable Law.
- (iii) The Customer shall, and if applicable cause its Clients to, (A) comply with the Service Policies attached to or incorporated by reference in a Platform Service Order (as may be amended by Bell Media from time to time and made available on Bell Media's website) if applicable; (B) comply with any third party software license terms and conditions for software used by the Customer and/or its Client in connection with the use of the Services; and (C) not upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute, or provide access to information, software, or other content or material in connection with the use of the Services which is confidential or is protected by copyright or other intellectual property rights including any broadcast, sound recording, communication signal, telecommunication, musical

work, cinematographic work, performance, photograph, or computer program, without prior authorization from the rights holder(s).

- (iv) The Customer shall consent and ensure its Clients consent to receive software downloads from Bell Media, its Affiliates, and partners to the Customer's Client devices to the extent that such downloads are reasonably necessary for the continued efficient operation of the Services and related material and software being provided to the Customer.
 - (v) The Customer shall be solely responsible for any complaints made by Seller(s) or Customer's Client(s) for their use of the Platforms or the Services.
 - (vi) The Customer agrees that it is responsible for the security of the Platforms and represents that it currently maintains information protection practices and procedures that comply with standard industry practices as a means to preserve the confidentiality of the Platforms and the Bell Media Provided Software, including administrative, technical, and physical safeguards that are considered as appropriate to protect Confidential Information and Customer Personal Data. The Customer shall maintain adequate training programs to ensure that its employees and any others acting on its behalf are aware of and adhere to these practices and procedures and comply with these Terms and Conditions. The Customer shall immediately notify Bell Media of any reasonably suspected or actual access and/or disclosure of the Platforms contrary to these Terms and Conditions ("**Data Incident**") in a manner that summarizes in reasonable detail the nature and scope of the Data Incident and the corrective action already taken or to be taken by the Customer. The Customer shall promptly take all necessary corrective actions and shall cooperate fully with Bell Media in all reasonable efforts to mitigate the adverse effects of such Data Incident and to prevent its recurrence. If Bell Media reasonably determines that the Customer's lack of response to the Data Incident is likely to have substantial adverse impact on Bell Media's relationship with its customers or otherwise substantially harm its reputation, Bell Media may terminate these Terms and Conditions on thirty (30) days' written notice to the Customer.
- (c) **Third Party Beneficiaries:** Bell Media operates a marketplace for Buyers and Sellers to transact with each other. Bell Media is neither the Buyer nor the Seller in Advertising Transactions and therefore does not assume, and expressly disclaims, all liability arising from the Customer's use of the Services except as expressly set forth herein, including but not limited to, liability arising from Ad Units, Ad Inventory, and Sites. Nothing in these Terms and Conditions shall be construed as creating any contractual relationship between Bell Media and any Seller(s) or any Customer Client(s). To facilitate direct dispute resolution between Buyers and Sellers using Bell Media's Services, each Seller that the Customer purchases Ad Inventory from is an intended third party beneficiary of the Customer's obligations as a Buyer hereunder (excluding payment obligations) for their Digital Advertising Transaction(s) with the Customer. The Customer agrees not to assert a defense based on lack of privity against any Seller seeking to enforce this Section 9(c). Except as set forth in Sections 7 and 9(c) there are no third party beneficiaries to these Terms and Conditions.
- (d) **Failure to Comply:** Bell Media is not liable for any failure to provide the Services in accordance with these Terms and Conditions resulting from the Customer's failure to comply with any of the obligations set out in these Terms and Conditions (including, but not limited to Sections 5-9) and the Platform Service Order(s). If the Customer's failure to comply with any of the obligations in these Terms and Conditions and/or any Platform Service Order materially adversely affects Bell Media including the Services or the ability of other customers to use services from Bell Media, Bell Media may take all actions which it considers necessary to address such effect including the immediate suspension of or restriction on the use of the Services. To the extent reasonably practicable, Bell Media will provide the Customer with advance notice of any such suspension or restriction of Services under this Section 9(d). If Bell Media is unable to provide the Customer with prior notice of a suspension or restriction of the Services, Bell Media will provide the Customer with subsequent notice of the suspension or restriction as soon as is reasonably practicable in the circumstances. Further, Bell Media will use commercially reasonable efforts to: (A) limit any suspension or restriction of

Services to only those Services, or portion of Services, that in Bell Media's reasonable discretion, require suspension or restriction in order to address the material adverse effect referred to above; and (B) minimize the impact of such suspension on the overall provision of Services.

10. PURCHASING FROM THIRD PARTY AD EXCHANGES

The Customer authorizes Bell Media and grants to Bell Media all rights necessary to: (a) use the Customer's accounts on any third party ad exchanges (i.e., an ad exchange other than that of Bell Media) that the Customer elects to use through the Services and that requires the Customer to have its own account with such exchange in order to purchase their Ad Inventory (an "**Authorized Third Party Exchange**"); and (b) transmit Bidding/Targeting Terms to any such Authorized Third Party Exchange. The Customer will pay, and be solely liable for, Ad Inventory that is purchased from any Authorized Third Party Exchange through the Customer's account. The Customer will pay Bell Media separately for any applicable fees in accordance with Section 3. If the Customer purchases Ad Inventory from any third party ad exchange that is not an Authorized Third Party Exchange through the Services, the Customer will pay Bell Media the cost of such Ad Inventory plus Fees owed to Bell Media for Bell Media's Services in accordance with the Customer's Payment Terms. The Authorized Third Party Exchanges may be amended from time to time by Bell Media at its sole discretion.

11. MONITORING AND NETWORK MANAGEMENT

Subject to compliance with applicable Laws, Bell Media may, as part of the management of the Platforms, monitor use of the Services (electronically or otherwise) and collect or modify any transmission data as necessary to satisfy any Law or regulation or investigate any information, data, files, pictures, or content in any form, including without limitation, Ad Inventory and Ad Unit(s) or use of Services as necessary to develop, improve, or operate the Platforms or to protect the rights or property of itself or others that are directly relating to providing the Services. The Customer acknowledges that Bell Media does not own or have any control over the availability, accuracy, or any other aspect of any third party content that may be made available to or by the Customer or its Clients through the use of the Platforms.

12. FORCE MAJEURE

If there is a default or delay in a Party's performance of its obligations under these Terms and Conditions (except for the obligation to make any payments under these Terms and Conditions) and the default or delay is caused by circumstances beyond the reasonable control of that Party including fire, flood, earthquake, elements of nature, acts of God, epidemic, pandemic, explosion, power failure, third party caused damage to network infrastructure (i.e. a cable cut), war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing, or boycotts, then that Party shall not be liable for that default or delay and shall be excused from further performance of the affected obligations on a day-by-day basis if that Party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

13. DISPUTE RESOLUTION

- (a) If either Party has cause to believe that the other Party is not fulfilling its obligations under these Terms and Conditions or a Party raises a dispute relating to the validity, construction, meaning, performance, or effect of these Terms and Conditions or the rights and obligations of the Parties or any matter arising out of or connected with these Terms and Conditions, then the dissatisfied Party shall give written notice to the other Party of its objections and the reasons therefore. In the event that mutual agreement cannot be reached within ten (10) business days that is satisfactory to the Party raising the issue under consideration, that Party may refer the dispute to more senior management for resolution of the dispute. Senior management of both Parties will meet as soon as is reasonably possible after a dispute is referred to it, giving due regard to the nature and impact of the issue under consideration.
- (b) Except as provided elsewhere in these Terms and Conditions, and subject to subsection (c) below, any controversy, dispute, or claim that is of a fundamental nature in relation to these Terms and

Conditions (including the question whether any particular matter is arbitrable hereunder) which cannot be resolved in the manner set forth in paragraph (a) above, may with the mutual agreement of both Parties be settled by arbitration in accordance with the *Arbitration Act of Ontario*, 1991, SO 1991, c17 or any statutory modification or re-enactment thereof (the "**Act**") by one arbitrator appointed in accordance with the Act and the arbitrator will sit in Toronto, unless otherwise agreed by the Parties.

- (c) The Parties shall continue the performance of their respective obligations under these Terms and Conditions, including the provision of Services and payment of Fees, during the resolution of any dispute or disagreement, including during any period of arbitration, unless and until these Terms and Conditions are terminated or expire in accordance with its terms and conditions. The determination resulting from the arbitration process will be final and binding upon the Parties to the arbitration and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Notwithstanding the foregoing, any such decision may be appealed to a court of competent jurisdiction based on an error of law or as expressly provided under Section 46(1) of the Act (or the equivalent section of the Quebec Civil Code, if applicable). The Parties agree that the arbitrator shall have the power to award damages, injunctive relief and reasonable solicitors' fees and expenses to either Party in such arbitration, provided that this arbitration provision does not prevent either Party from seeking interim injunctive or other equitable relief from a court of competent jurisdiction.
- (d) The costs of the arbitration will be borne by the Parties as may be specified in the arbitrator's decision.
- (e) Notwithstanding anything else in these Terms and Conditions, where the arbitrator conducts a hearing or otherwise receives evidence from a Party to the arbitration or their respective employees, agents, consultants, or advisors ("**Advisors**"), such evidence will be treated as Confidential Information of the Party on whose behalf the evidence is presented and the Advisors shall enter into a form of non-disclosure agreement in a commercially reasonable form acceptable to the disclosing Party as a precondition to receiving, reviewing or auditing any Confidential Information of the disclosing Party in the arbitration.
- (f) If in a disputed matter a Party desires a remedy that an arbitrator is unable by Law to provide, that matter will be excluded from arbitration. The following additional matters will also be excluded from arbitration:
 - (i) a decision by either Party to terminate these Terms and Conditions for cause;
 - (ii) any lawsuit involving third parties;
 - (iii) intellectual property claims whether initiated by third parties or by the Parties to these Terms and Conditions; and
 - (iv) any actions arising from an alleged breach of confidence.
- (g) In the event that senior management cannot resolve a dispute and either Party declines to proceed to arbitration, then each Party will be free to pursue such other remedies as may be available.

14. COMPETITION ACT COMPLIANCE

The Customer and Bell Media agree to comply with the *Competition Act* (Canada) and the regulations promulgated thereunder, as such may be amended from time to time, and to establish and implement any policies or procedures required or advisable to (i) ensure compliance with the *Competition Act*, and (ii) prevent any inappropriate disclosure of competitively sensitive information from one Party to the other Party. For greater certainty, nothing in these Terms and Conditions or any Platform Service Order restricts or limits the discounts, promotions, rates, or other terms applied by the Customer to its customers.

15. GENERAL PROVISIONS

- (a) **Entire Agreement:** These Terms and Conditions constitute the entire agreement between the Customer and Bell Media with respect to the subject matter hereof and supersedes all prior agreements, understandings, commitments, undertakings, proposals, representations, negotiations, and discussions on the subject matter, whether written or oral. For certainty, these Terms and Conditions do not supersede any other agreements, understandings, commitments, undertakings, proposals, representations, negotiations, and discussions between Bell Media and the Customer or their respective Affiliates on other subject matters. There are no, and Bell Media shall not be liable for, conditions, agreements, representations, warranties or other provisions, express or implied (including through course of dealing), collateral or otherwise, relating to the subject matter of these Terms and Conditions, which induced either Party to enter into these Terms and Conditions or on which either Party places any reliance, other than those set forth in these Terms and Conditions.
- (b) **Amendment:** These Terms and Conditions shall not be amended other than by an instrument in writing signed by both Parties and stating that the Parties intend to amend these Terms and Conditions.
- (c) **Assignment:** These Terms and Conditions shall bind and enure to the benefit of Bell Media and the Customer and their respective successors and permitted assigns. The Customer may not assign these Terms and Conditions in whole or in part, including any Platform Service Order, without the prior written consent of Bell Media (not to be unreasonably withheld). Bell Media may freely assign or otherwise transfer all or part of its benefits, rights, or obligations under these Terms and Conditions to an Affiliate.
- (d) **Governing Law:** These Terms and Conditions shall be governed by and interpreted according to the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. The Parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising out of or in connection with these Terms and Conditions.
- (e) **Interpretation:** In these Terms and Conditions, the headings are for convenience of reference only and shall not affect its construction or interpretation.
- (f) **Waivers:** No waiver of any provision of these Terms and Conditions shall bind a Party unless consented to in writing by that party. No waiver of any provision of these Terms and Conditions shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.
- (g) **Notice:** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**notice**”) shall be in writing and delivered by personal delivery, nationally recognized overnight courier with all fees pre-paid, certified or registered mail, postage prepaid, facsimile transmission or by electronic communication (including email). Notice is deemed to have been given and received: (a) on the day when delivered by hand (with written confirmation of receipt); (b) on the day when delivered if sent by a nationally recognized overnight courier (receipt requested); (c) on the third business day after the date mailed, by certified or registered mail, postage prepaid (in each case, return receipt requested); or (d) on the day sent by facsimile or email if sent on a business day during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such notice must be sent to the respective Parties at the addresses set forth in the applicable Platform Service Order(s) to this Agreement (or at such other address for a Party as is specified in a notice given in accordance with this Section).

- (h) **Severability:** If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of these Terms and Conditions shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal, and enforceable.
- (i) **Survival:** The following Sections of these Terms and Conditions shall survive termination or expiration of these Terms and Conditions: Sections 1 (Definitions), 3 (Fees; Payment Obligations; Taxes), 4(d) (Charges Payable), 5(a) (Bell Media Provided Software), 5(d) (Third Party Intellectual Property), 5(f) Restrictions on the Use of Bell Media's Brand, 6(d) (Disclaimer), 7 (Limitation of Liability & Indemnities), 8 (Confidential Information; Data; Privacy; Security), 9 (Customer's Obligations and Service Rules), 13 (Dispute Resolution), 14 (Competition Act Compliance), and this Section 15 (General Provisions).
- (j) **No Partnership and Third Party Beneficiaries:** Bell Media is an independent contractor of the Customer. These Terms and Conditions shall not be construed to and does not create a relationship of agency, partnership, employment, or joint venture. Nothing in these Terms and Conditions, express or implied, shall or is intended to confer on any other person, firm, or enterprise, any rights, benefits, remedies, obligations, or liabilities of these Terms and Conditions, other than the Parties, their respective successors, or permitted assigns.

