

## Online Advertising Terms & Conditions

The Advertising Terms & Conditions on this page apply to the Advertising Agreement and understanding between **muniSERV** and the Advertiser regarding online advertisement. Online advertisement includes banner, text, innovations, newsletter, and social channel advertising on **muniSERV's** channels. A person or organization in which nonprofit and free online advertisement are provided by or traded with **muniSERV** and its officers shall also be considered an "Advertiser" of **muniSERV**.

**muniSERV** reserves the right to modify these terms and conditions with or without notice to the Advertiser. In the event that no Advertising Agreement is signed by the Advertiser and the Advertiser receives services from the **muniSERV**, acceptance of services from **muniSERV** shall constitute an agreement by the Advertiser to these Terms of Agreement.

## Our Services

1. **muniSERV** is the one-stop shop to connect municipalities with the consulting and other professional services they need. We reserve the right to limit our service to only those individuals, businesses, and organizations that are part of this area of service. **muniSERV** provides advertising space on our website, newsletter, and social channels.
2. **muniSERV** reserves the right to refuse service to anyone requesting advertisement for:
  - Illegal purposes
  - Inappropriate or offensive purposes
  - Any other purpose that does not follow our business philosophy
3. Content advertised on any of **muniSERV's** channels cannot be modified to contain:
  - Illegal material
  - Inappropriate or offensive material
  - Any other material that does not follow our business philosophy
4. **muniSERV** may make recommendations regarding the content of the advertisement to match the channels theme. However, the Advertiser shall make the final decision and approve the content of the advertisement.
5. The Advertiser's Online Advertising may include one or more of the following:
  - Text
  - Banner
  - Picture
  - Graphics
6. **muniSERV** will publish the Advertiser's content to the online channel upon payment of Advertiser's online advertising fees.
7. Payments must be made payable to **muniSERV** through Stripe, e-transfer or cheque.

**Payments may be mailed to:**  
**muniSERV**  
**57 Mill St. N., Suite 308**  
**Brampton ON L6X 1S9**

8. **muniSERV** reserves the right to delete, download, pull down or take down the Advertiser's online advertisement for non-payment with or without notice.
9. **muniSERV** warrants that the online advertisement maintained by our online channel will function as agreed.

## **Advertiser**

1. The Advertiser agrees to protect, defend, hold harmless and to indemnify **muniSERV**, its officers, its Affiliates and its Independent Contractors, from any claims, including reasonable legal fees, resulting from the Advertiser's use of **muniSERV's** services.
2. The Advertiser understands, agrees and acknowledges that the **muniSERV** is not responsible for maintaining a full-time Internet presence for the Advertiser's online advertisement on the Web. The Web Host contracted by **muniSERV** to host the website containing the Advertiser's advertisement shall be responsible for the full-time Internet presence.
3. The Advertiser understands, agrees, and acknowledges that the **muniSERV** is not responsible for the sudden decrease in speed when accessing the web pages containing the Advertiser's online advertisement. The Web Host contracted by the **muniSERV** will be contacted to inquire as to why the site has become slow to access.
4. The Advertiser understands, agrees, and acknowledges that the **muniSERV** is not a marketing agency and is not the primary content creator of the Online Advertisement. **muniSERV** shall not be held liable if the Advertiser's advertisement does not meet the business goals of the Advertiser.
5. The Advertiser understands, agrees, and acknowledges that **muniSERV** may terminate the Online Advertisement at any time and issue a prorated refund to the Advertiser if for any reason **muniSERV** can no longer provide an adequate service for the Advertiser.
6. In the event that the cancellation of the online advertisement is deemed necessary by the Advertiser, the Advertiser shall notify **muniSERV** of this cancellation in writing as soon as possible. All fees are non-refundable.
7. The Advertiser understands, agrees, and acknowledges that contact with **muniSERV** shall be made primarily through e-mail at [marketing@muniserv.ca](mailto:marketing@muniserv.ca). **muniSERV** will make every effort to return inquiries or at least acknowledge that the Advertiser's inquiry has been received within 48 hours. The Advertiser understands, agrees and acknowledges

that **muniSERV** may not be available to answer the phone when they call the office at 705 538-0176 or 1-855-477-5095 and a phone appointment may be necessary.

8. The Advertiser understands, agrees, and acknowledges that all pictures and documents that are submitted to **muniSERV** for online advertising shall be emailed to: [marketing@muniserv.ca](mailto:marketing@muniserv.ca)
9. The Advertiser understands, agrees, and acknowledges that all online advertisements submitted are owned by them or that they have the right to use them and does not violate **muniSERV**'s other [Terms and Conditions](#) and the [Canadian Code of Advertising](#).

The Advertising Agreement, these Advertising Terms & Conditions, or Invoice constitutes the sole Agreement between **muniSERV** and the Advertiser regarding Online Advertising Services. Any changes or modifications thereto must be agreed upon in writing and signed by both parties. By signing the Advertising Agreement or on payment of any Invoice, **muniSERV**, and the Advertiser agree to these Advertising Terms & Conditions.