

Globe Terms and Conditions



These Standard Terms and Conditions for Internet Advertising (“Standard Terms”) are entered into by and between the agency or the advertiser identified below (“Media Buyer”) and The Globe and Mail Inc. The parties acknowledge and agree that these Standard Terms shall be effective as of the date set forth below, and shall govern one or more separate insertion orders (each an “IO”) executed by the parties. Unless specifically stated in the relevant IO, these Standard Terms shall apply in case of discrepancy between these Standard Terms and any IO. This Agreement may not fully cover sponsorships and other arrangements involving content association or integration, and/or special production, which shall be subject to additional terms and conditions.

I. INSERTION ORDERS AND INVENTORY AVAILABILITY

- a) From time to time, the parties may negotiate IOs under which The Globe will deliver advertisements provided by Media Buyer (“**Ad(s)**”) to The Globe’s site or sites, as set out in the applicable IO (the “**Site**”). Upon agreement of the parties, an IO may either be submitted by Media Buyer to The Globe or be submitted by The Globe, signed by Media Buyer and returned to The Globe. Each IO shall specify: (a) the type(s) and amount(s) of inventory to be delivered (for example, impressions, clicks or other desired actions) (the “**Deliverables**”); (b) the price(s) for such Deliverables; (c) the maximum amount of money to be spent by Media Buyer pursuant to the IO (if applicable), (d) the start and end dates of the campaign; (e) the identity of and contact information for any third party ad server, including Media Buyer (“**3rd Party Ad Server**”), if applicable; and (f) the name and contact information of an emergency contact at each of The Globe and the Media Buyer. Other items that may be included are, but are not limited to: additional reporting requirements such as impressions or other performance criteria; any special Ad delivery scheduling and/or Ad placement requirements; and additional specifications concerning ownership of data collected.
- b) Revisions to accepted IOs must be made in writing and acknowledged by the other party in writing.
- c) Notwithstanding the foregoing, The Globe reserves the right to, without liability, reject, omit or exclude any Ad or to reject or terminate any links for any reason at any time, with or without notice to the Media Buyer, and whether or not such advertisement or link was previously acknowledged, accepted or published. In such an event, Media Buyer’s sole recourse is as follows: so long as Media Buyer is not otherwise in breach of any terms in the applicable IO or these Terms and Conditions, the Media Buyer will not be charged for the rejected, omitted, excluded or terminated Ad(s) or link(s).

II. AD PLACEMENT AND POSITIONING

- a) The Globe and Media Buyer shall comply with the terms agreed to by the parties in each IO, including all Ad placement restrictions and requirements to create a reasonably balanced delivery schedule as requested by the advertiser/agency. Any exceptions must be approved by the parties in writing. Notwithstanding the foregoing, all Ad placement requirements set out in an IO may vary at The Globe’s discretion by up to 10% without recourse to Media Buyer.
- b) Unless specified in the applicable IO, The Globe will use commercially reasonable efforts to provide Media Buyer at least five (5) business days prior notification of any material changes to the Site or the Site’s ad delivery systems that would materially change the target audience or materially affect the size or placement of the Ad specified in the affected IO. Should such a modification occur with or without notice, as Media Buyer’s sole remedy for change or notice, Media Buyer may immediately cancel the remainder of the IO without liability to either party within the 10-day notice period (or within such longer period as applicable), or, if The Globe has failed to provide any notification, cancel the remainder of the IO at any time within 30 days without liability to either party after Media Buyer becomes aware of such modification.
- c) All Ads published in accordance with these Terms and Conditions and the applicable IO may in The Globe’s sole discretion, be published, displayed, retained and archived by The Globe and anyone authorized (including any form of licence) by The Globe, as any times as The Globe and those so authorized wish, in an on any product, media an archive, including print, electronic and any other form.

III. PAYMENT AND PAYMENT LIABILITY

- a) The Globe will send Media Buyer invoices for amounts payable in accordance with the applicable IO on a monthly basis, in arrears. The Globe may increase rates at any time upon two weeks prior written notice.
- b) All advertising is subject to credit approval by any means or person designated by The Globe. The Globe will require pre-payment from Media Buyer if Media Buyer indicates that any advertiser it represents is responsible for payment, if any kind of payment disclaimer is used or implied in any IO or if in The Globe’s sole discretion the Media Buyer or any advertiser is not creditworthy. The reasonable withholding of credit approval by The Globe shall not relieve Media Buyer from carrying out its obligations under these Terms and Conditions and any applicable IO. Failure to comply with credit terms may result in the curtailing or withdrawal of credit approval.
- c) Media Buyer agrees to remit to The Globe payments due pursuant to each invoice (“**Fees**”) within 15 business days after receipt such invoice. Without limiting any liability Media Buyer has to pay the Fees, The Globe may, at its sole option, elect to invoice and collect Fees directly from any advertiser and Media Buyer agrees to use its best efforts to assist in such collection. All rates are stated in Canadian currency. Payments in foreign currency must be made at the prevailing Canadian rate of exchange.
- d) Any late payment shall bear interest at the annual rate of the lower of fifteen percent (15%) or the maximum rate allowed by law, accruing as of the first day Media Buyer received notice from The Globe that such payment became overdue.

IV. REPORTING

- a) The Globe shall, upon request by Media Buyer, provide confirmation to Media Buyer, either electronically or in writing, stating whether the components of the IO have been delivered.
- b) The Globe uses the Dynamic Advertising Reporting & Targeting (“**DART**”) online advertising tracking system for 3rd Party Served Ads. Media Buyer acknowledges and agrees that impression-reports from 3rd party Ad Servers may vary by up to 10% from The Globe’s DART reports. If Media Buyer uses the DART-for-Advertisers reporting system as its 3rd Party Ad Server, Media Buyer must supply The Globe with internal redirect tags in order to minimize any reporting discrepancies. 3rd party ad serving will be reconciled one week after campaign has begun to confirm any variances. The client will have the following options: 1) continue to run the campaign with a know variance (of between 1-10%). The client must respond via e-mail or in writing that they accept or agree to a variance or the campaign is stopped. 2) Have the campaign stopped while creative issues on the client side are examined in an attempt to close the gap on the variance (another reconciliation is done to see if the problem has been fixed) once again confirmation in writing must be received. 3) Have the campaign stopped completely if an agreement regarding delivery has not been met.
- c) Within 2 weeks of the end of each month during the term of any IO, each party shall provide to the other a written report of Ad statistics, (whether served by a 3rd Party Ad Server or by The Globe) either electronically or in writing, unless otherwise specified in the IO. Reports shall be broken out by day and summarized by creative execution, placement, and other variables set out in the IO, for example, impressions, keywords,