
Pedestal Search Terms and Conditions of Service:

WHEREAS these terms and conditions govern Pedestal’s strategy consulting, services and agreements between Pedestal and Clients (hereinafter referred to as the “**Agreement**”) The Client has engaged Pedestal to provide strategy consulting and/or services set forth in Schedule “A” of the Onboarding Document (also known as the “**Services**”) noted above for a period defined in Schedule “A” (the “**Initial Term**”). Services will be considered provided and complete through either strategy consultation or execution or a combination of the two.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge), the Client and Pedestal hereby agree as follows:

Section A. Engagement

The Client hereby engages Pedestal for the contiguous uninterrupted Initial Term. It is understood and agreed to by the Client that the Client is authorizing and directing Pedestal to undertake Services in a manner that is up to the discretion of Pedestal. Unless the Client explicitly requests, in advance and in writing, to approve any action which may constitute part of the Services (including, without limitation, managing and shifting budgets within the pay-per-click or display advertising programs, bidding on certain search terms and not others, bidding on certain websites and not others, altering website tags, content, website pages, metadata, or creating links of the Client’s website, or links of any other website, or any other changes or actions whatsoever), Pedestal has and is hereby vested with the authority to act according to its discretion and will proceed to take actions pertaining to strategy consultation, paid online advertising, conversion rate optimization, website optimization or search engine optimization as the authority to do so is hereby granted.

Section B. Payment and Billing

The Client agrees to pay to Pedestal as follows: the fees for the Initial Term detailed in Schedule "A" plus applicable taxes for the entire Initial Term (the "Program Fee" or "Fees"). All payments to be made within the Initial Term are to be billed consecutively – on the same day each month for the duration of the Initial Term and are due and payable on that day. Payments cannot be paused within the Initial Term for any reason whatsoever including, but not limited to; Client delays, Client inaction or requests for Services to be paused, stopped, or performed at a different time.

After any strategy has been shared, Services are available at the Client's option. The Initial Term is a fixed fee arrangement. Once agreed to, the full amount of the fixed fee, referred to as the Program Fee in Schedule "A," becomes due and payable. Monthly Fees (or "Monthly Program Fees") are instalment payments towards the Program Fee. Should the Client refuse Services, delay any of the services, or wish to pause, or discontinue Services; the fees for the entire Initial Term remain due and payable in exchange for strategy, know how, ideas, process and/or intellectual property shared or provided.

Any method of payment, including any credit cards, provided to Pedestal, or any third party payment processor used by Pedestal, will be used to automatically process any due or past due invoice(s) for fees and this processing will occur without informing the Client in advance.

Late Payment – Any payments or benefits under this Agreement that are not received within fifteen (15) days after the Client's receipt of an invoice shall be subject to the accumulation of interest at a monthly rate of interest of one and a quarter (1.25%) percent (16.08% annually). The accrued interest shall be paid to Pedestal in cash along with any outstanding payment owed to Pedestal.

Section C. Client Representations, Warranties and Obligations

C.1 Client Representations and Warranties

The Client represents and warrants as follows:

(a) It has the legal right to publish online any and all textual content, photographs, logos, and other intellectual property that the Client provides to Pedestal for the purpose of performing the Services (“**Client Intellectual Property**”), and such Client Intellectual Property shall not violate or infringe the Intellectual Property Rights or other rights of any third parties.

(b) To its best knowledge, it shall not cause the use, reproduction, distribution, public display or public performance of its website(s) to violate or infringe the Intellectual Property Rights or other rights of any third parties.

(c) Any content or materials that it supplies to Pedestal hereunder are not unlawful, threatening, abusive, harmful, malicious, obscene, pornographic, profane, libelous, defamatory, infringe a third party’s Intellectual Property Rights (to its best knowledge); do not constitute or encourage a criminal offense; and will not otherwise expose Pedestal to civil or criminal liability.

(d) If this Agreement is being executed by a manager, employee or third party on the Client’s behalf, such manager, employee or third party is duly authorized and has been given all necessary legal authority to execute this Agreement on the Client’s behalf as if this Agreement has been executed by a duly authorized officer of the Client who has all requisite authority to legally bind the Client.

(e) The Client shall comply with all applicable laws in connection with discharging its obligations hereunder.

(f) The Client represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement. If this Agreement is being executed by an employee or any third party on the Client’s behalf, the Client represents and warrants that such third party is duly authorized and has been given all necessary legal authority to execute this Agreement on the Client’s behalf as if this agreement has been executed by a duly authorized officer of the Client who has all requisite authority to legally bind the Client.

When used herein, “**Intellectual Property Rights**” means copyrights (including the right to use, reproduce, modify, distribute, publicly display, and publicly perform the copyrighted work), trademarks (including trademark, trade names,

service marks, and trade dress), patents (including the exclusive right to make, use and sell), trade secrets, rights of publicity, rights of privacy, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of Canada or any other state, country or jurisdiction.

C.2 Client Obligations

The Client shall:

(a) Provide Pedestal with full cooperation and such accurate information and assistance as may be reasonably requested by Pedestal from time to time, including business and marketing plans, photographs, logos, copy, access to information and to internal systems and to any other materials needed in support of the online marketing program including a complete and accurate profile of the Client.

(b) Designate and maintain an employee within its organization acceptable to Pedestal who shall have all necessary authority to take any and all action and/or grant any approvals required in the course of performance of this Agreement. Pedestal will not be responsible in any way for Client delays in responding to Pedestal inquiries or in any delays in taking action Pedestal recommends or in accepting the Services.

Section D. Term

D.1 The term of this Agreement shall commence on the date this Agreement is signed and executed and shall continue in full force and effect for the Initial Term, which is the period defined in Schedule 'A.' If this Agreement is terminated by the Client before the expiration of the Initial Term or if Pedestal terminates this Agreement during the Initial Term due to the Client's material breach, the Client shall pay to Pedestal an early termination charge equal to the total amount of fees owed to Pedestal for the entire Initial Term less any fees already paid to Pedestal during the Initial Term. The parties recognize and agree that, due to Pedestal's time and effort in planning strategies and sharing strategies to deliver the Services and because of the value inherent in these strategies, and because

precise damages resulting from an early termination by the Client or termination by Pedestal due to a material breach by the Client are difficult to ascertain, the early termination charge set forth in this Section D is a reasonable estimate of anticipated actual damages and is not a penalty.

D.2 This Agreement will remain in full force and effect unless and until either party provides a non-renewal notice (“**Non-Renewal Notice**”) in accordance with Section J below. A minimum of 30 days notice is required for any Non-Renewal Notice. If the Client provides a Non-Renewal Notice in the middle of a billing cycle then the parties agree that Pedestal will continue work until the end of the next billing cycle and Pedestal will then bill until the end of that next billing cycle to close out the next billing period.

D.3 Following the Initial Term, if any program modifications or amendments are made, then the Initial Term as originally agreed to will restart and the modified program will be subject to the same Initial Term as the original Initial Term.

It is understood that the intent of this Section D is that following the Initial Term, this Agreement shall remain in full force and effect, unless and until either party provides a Non-Renewal Notice.

Section F. No Warranties and Limitation of Liability

Except as specifically set forth elsewhere in this agreement, the parties agree that each party disclaims all warranties or representations, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, relating to this Agreement, performance or inability to perform under this Agreement. Pedestal provides services and strategy “as is” without any warranty of any kind and Pedestal cannot provide refunds after any work is initiated or any advice or strategy is shared.

The Client acknowledges and understands that Pedestal does not control the paid or natural search algorithms or ranking formulas of Google or any other Internet search engine and for that reason Pedestal cannot make guarantees with respect to the Client’s performance on Google or other Internet search engines. The Client expressly understands and agrees that in no event shall

Pedestal, its affiliates, directors, officers, employees, contractors or agents be liable to the Client or any third party for any direct, indirect, incidental, consequential, punitive, special or exemplary damages not attributable to Pedestal's violation of commercially reasonable efforts, including, without limitation, losses or damages due to service interruptions, damage to computers, data corruption or loss, damages for lost business opportunities, loss of goodwill, business reputation, damage due to software usage, bugs or malware, or data inaccuracies, lost data, lost revenue, losses incurred due to business interruption, lost profits or lost business opportunity or any other commercial damages or losses, arising out of or related to this Agreement or any of the Services performed, regardless of the theory of liability.

Section G. Amendments and Waiver

No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by both parties, and unless otherwise provided, shall be limited to the specific breach waived. To be effective, any changes to the scope of the Services (e.g. adding additional services, cancelling or terminating services, or modifying the scope of services) must be agreed upon by both parties (as evidenced by a written addendum to this Agreement). No failure by either party to enforce any rights or remedies hereunder will constitute a waiver of any such right.

Section H. Governing Law

This Agreement shall be governed by the and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and both parties hereby irrevocably submit to the jurisdiction of such courts, with venue located in Toronto, Ontario, Canada. Any other jurisdiction must be agreed to by both parties in writing.

Section I. Severability

If a court or other lawful authority of competent jurisdiction declares any provision or section of this Agreement invalid, illegal or unenforceable, this Agreement will continue in full force and effect with respect to all other provisions and sections and all rights and remedies accrued under such other provisions and sections will survive any such declaration.

Section J. Notices

All material notices, changes, requests, consents, modification, communication or any aspect of this Agreement shall be made in writing and sent via certified mail return receipt or overnight courier or by e-mail to the addresses listed in Schedule "A" to this Agreement.

Section K. Entire Agreement

This Agreement constitutes the entire agreement between the Client and Pedestal pertaining to the subject matter of this Agreement and supersedes and/or replaces all prior agreements, proposals, understandings, negotiations and discussions, whether oral or written or electronically transmitted, and there are no representations, warranties, terms, conditions, undertakings or other agreements between the Client and Pedestal, whether express, implied or statutory, in connection with the subject matter of this Agreement except as specifically set out in this Agreement.

Section L. Inurement & Disclosure

This Agreement shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns and will be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

Both during and after the Services, the Client authorizes Pedestal to use general information pertaining to this engagement for advertising, marketing or sales purposes.

Section M. Title and Ownership

As between Pedestal and the Client, Pedestal shall own the knowledge, software Pedestal uses and accounts created, data, methods, concepts, technologies, tools, materials and techniques (collectively "Know How") supplied by Pedestal in and for the performance of Services. The Client acknowledges that Pedestal is in the business of marketing and optimizing web sites and online advertising strategy, and that Pedestal shall have the right to provide to third parties services that are the same or similar to the Services and to use or otherwise exploit any Know How in providing such services to third parties.

Section N. Terms of Service Change If our terms change before the engagement has been terminated, those changes will be reflected on this web page. By continuing to accept strategy and any services you will have accepted the new terms of service which will be updated on this web page.