

# Stockwatch Corporate Sales

## Terms & Conditions

### General

1. Advance payment is required for all services. Stockwatch accepts Visa, MasterCard, American Express, or company cheques subject to approval.
2. All prices are in Canadian Dollars (CAD) unless otherwise stated and are exclusive of all applicable taxes including, without limitation, GST and HST.
3. All sales are final. Refunds will only be provided, at the sole discretion of Stockwatch, in the event of non-delivery or billing error, and if reported to Stockwatch within thirty (30) days.
4. All products, services, prices and terms are subject to change without notice. E&OE.
5. All sales are at the sole discretion of Stockwatch. Stockwatch reserves the right to decline any sale, or refuse any customer-supplied creative content, for any reason whatsoever.
6. Publication of customer-supplied content is at the sole discretion of Stockwatch. Stockwatch reserves the right to reject any customer-supplied content for any reason whatsoever.
7. Stockwatch reserves the right to terminate or cancel any purchased services at any time and for any reason without prior notice. In the event of such termination or cancellation the sole obligation of Stockwatch will be to refund amounts previously paid for such terminated or canceled services on a pro rata basis.
8. Stockwatch may utilize various third-party services for the provision of all or part of any offered product or service. Stockwatch products and services are provided "as-is" and operated on a "best-efforts" basis. Stockwatch makes no warranties or representations, whatsoever, either express or implied, including without limitation any warranties with respect to accuracy, timeliness, completeness, service availability, merchantability, or fitness for a particular purpose.
9. Customer assumes all risks in using Stockwatch products and services. Stockwatch and its suppliers, agents and contractors are not liable for any direct, indirect, special, exemplary, punitive, or consequential damages, including lost profits, or any other circumstance arising from the use of Stockwatch products and services, even if advised of such possibility.
10. The use of Stockwatch advertising services does not create or imply any partnership, agency, or other relationship between Stockwatch and Customer, nor does it grant any ownership or intellectual property rights to the Customer, nor does it imply a Stockwatch endorsement or recommendation of any advertised product, service or investment.
11. Customer warrants that all customer-supplied content does not violate any third-party copyright, trademark, or other ownership rights, and that Customer is permitted to use such content in public advertising. Customer indemnifies Stockwatch and its suppliers, agents and contractors from any third-party claims relating to customer-supplied content distributed using Stockwatch products or services.
12. Quantity or other discounts cannot be combined. No more than one discount per purchased item (if discount applicable).

13. Customer-supplied content is subject to functional testing prior to publication but customers are responsible for ensuring their content is tested to work with all common browser and email platforms.
14. Stockwatch advertising content is distributed internationally through the Internet and, while advertising content may be targeted at particular jurisdictions, Stockwatch is unable to restrict dissemination to particular jurisdictions.

## Web Site Advertising

In addition to the General Terms & Conditions above:

1. "Home page" refers to "http://www.stockwatch.com" or equivalent, and as may be changed from time-to-time.
2. "Quote page" refers to "http://www.stockwatch.com/quote/..." or equivalent, and as may be changed from time-to-time.
3. "Run-of-Site" ad placements may appear on any page throughout the entire "http://www.stockwatch.com/..." website.
4. "High Impact" ad placements will appear on Quote and Home pages only.
5. If purchased number of impressions are not achieved within scheduled time period, ad(s) will continue until purchased number of impressions are achieved.
6. Customers must submit their artwork in JPG, PNG or GIF format, preferably at the correct size according to their purchase. Ads that are larger than the purchased size may be re-sized (reduced) to fit. Ads that are smaller than the purchased size may be re-sized (enlarged) to fit.
7. There are many factors that determine the actual size of ads as presented to end-users on their individual display devices. Stockwatch is not responsible for any ad re-sizing upon display that is beyond our reasonable control.
8. All page/site single day takeovers are for a twenty-four hour period, by default from 00:00 hours to 23:59 hours North American Eastern time.
9. Weekend/holiday rates apply from 00:00 hours to 23:59 hours, North American Eastern time on Saturdays, Sundays and Canadian market holidays.

## Sponsored Email Broadcast

In addition to the General Terms & Conditions above:

1. In addition to any general notices or disclaimers, Sponsored Emails will contain a specific notice stating that Stockwatch was paid a fee by *customer name* to distribute this email (or words to that effect), where *customer name* is the full legal customer name, or other such name that clearly identifies the customer.
2. There is a maximum of one Sponsored Email transmission slot per day, sold on a first-come, first-served basis.
3. Sponsored Emails will be typically sent between 7:00AM and 9:00AM Eastern Time (ET) unless a different time is requested by the customer (subject to Stockwatch approval).

4. Creative content for Sponsored Emails must be submitted to Stockwatch no later than 5:00PM Eastern Time (ET) for use the following day.
5. Creative content for Sponsored Emails should take the form of a self-contained HTML file along with associated image files in PNG, JPG or GIF format. Stockwatch reserves the right to make non-material adjustments to the content format, layout, fonts and other factors to meet delivery platform requirements.

## **Email Display Advertisement**

In addition to the General Terms & Conditions above:

1. There is a maximum of one Email Display Advertisement slot per day, sold on a first-come, first-served basis. Email Display Advertisement slots are not available on weekends or market holidays.
2. The maximum size of an Email Display Advertisement is 560 pixels wide by 400 pixels high.
3. Email Display Advertisements are included in email broadcasts of original Stockwatch articles (typically "Market Summaries") which are sent once per market day, usually between 9:00PM and Midnight Eastern Time (ET).
4. Creative content for Email Display Advertisements must be submitted to Stockwatch no later than 5:00PM Eastern Time (ET) for use the same day.
5. Creative content for Email Display Advertisements should take the form of a single image file in PNG, JPG or GIF format.
6. Email Display Advertisements that are larger than the maximum size may be re-sized (reduced) to fit.
7. There are many factors that determine the actual size of Email Display Advertisements as presented to end-users on their individual display devices. Stockwatch is not responsible for any re-sizing or other issues upon display that are beyond our reasonable control.
8. Email Display Advertisements may be scheduled up to 30 days in advance and do not need to run consecutively.
9. Customer may request or require that their Email Display Advertisement is sent with specific Market Summary content (currently Gold Summary, Energy Summary, Shell Summary, Diamonds & Specialty Minerals Summary). It may not be possible to fulfill all such requests every day due to content availability and content rotation.

## **Press Release Dissemination**

In addition to the General Terms & Conditions above:

1. All press releases and bulletins for Canadian issues are subject to Stockwatch value-added news feed processing, whether or not a dissemination fee was paid. (Examples of Canadian press releases and bulletins as published by Stockwatch may be viewed on the Stockwatch website, [www.stockwatch.com](http://www.stockwatch.com).)

At [www.stockwatch.com](http://www.stockwatch.com) you will find extensive information, services and tools for both retail and professional investors, including streaming real-time quotes, news and charts. Contact Stockwatch by email at [webmaster@stockwatch.com](mailto:webmaster@stockwatch.com), by phone at 1-800-268-6397 (1-604-687-1500), or by post to Stockwatch, PO Box 10371, 700 West Georgia Street, Vancouver,

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