

Ads By Ini

Ad Host Terms of Service

- Updated January 14, 2026

These Ads By Ini Terms of Service (the “Terms”) govern the relationship between **Ads By Ini Inc.** (“Ads By Ini”, “we”, “us”, “Marketplace” or the “Platform”) and the individual or entity that registers an account as an **Ad Host (“Host”)** to list their available Advertising Spaces on Ads By Ini’s advertising marketplace. These Terms constitute a legally binding agreement between Ads By Ini and the Host.

Ads By Ini operates solely as a technology marketplace that facilitates connections between Ad Hosts and third-party Advertisers.

Ads By Ini does not design, print, install, maintain, transport, or physically handle advertising displays or materials.

All physical services may be provided by a third-party affiliate or independent service provider (“Service Partner”).

The Host wishes to use the Platform to list available advertising space and, where applicable, receive advertising hardware or services provided by third-party affiliates or independent service providers.

“Ad Campaign” means a time-bound advertising placement booked by an Advertiser through the Platform for display at one or more Ad Host locations, as specified at the time of booking, and which may include one or more creative assets, media files, messages, formats, durations, budgets, start and end dates, and delivery parameters, whether preliminary or final, as submitted by the Advertiser.

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings.

These Terms require the use of binding arbitration to resolve disputes rather than court or jury trials. By accessing or using the Ads By Ini website, application, or platform (collectively, the “Platform”), the Host:



1. Acknowledges that the Host has read, understood, and agrees to be bound by these Terms and the applicable Privacy Policy;
2. Represents that the Host has the legal authority, permissions, and approvals required to display advertising at the listed premises, and that the individual accepting these Terms has authority to bind the Host entity, if applicable;
3. Acknowledges that participation on the Platform is entirely voluntary and subject to the Host's independent approval of advertising campaigns; and
4. Agrees that all representations made in connection with the Host's participation on the Platform are true, accurate, and complete.

1. Host Eligibility & Authority

The Host represents and warrants that it has full legal authority, landlord permission (if applicable), bylaw compliance, and all required approvals to display advertising within the premises listed on the Ads By Ini platform.

Ads By Ini does not verify ownership, tenancy rights, or bylaw compliance.

2. Nature of the Advertising Relationship

Ads By Ini does not act as an advertiser, publisher, agent, or principal. Nothing in this Agreement creates a partnership, employment relationship, joint venture, or agency between the parties. The Host is an independent participant using the platform at its own discretion.

The Host independently elects to display advertisements and retains full control over whether any campaign is approved or displayed.

3. Account Communications & Notifications

The Host consents to receive emails, messages, or other communications from Ads By Ini Inc. related to the Host's account, campaigns, advertising

activity, earnings, payments, Platform updates, or other administrative matters.

The Host acknowledges that these communications are necessary for the operation of the Platform and for the proper management of campaigns, and agrees that Ads By Ini may send such communications without obtaining further consent for each message.

4. Campaign Review & Auto-Approval

Upon booking of a campaign, the Host will be notified via email and via the Platform. The Host shall have up to seventy-two (72) hours to review and approve or reject the campaign based on any media, creative assets, or preliminary designs uploaded by the Advertiser at the time of booking or during the review period, whether or not such materials represent the final approved design.

If no action is taken within 72 hours, the ad campaign and the media shall be deemed automatically approved.

Once approved (or auto-approved), the campaign may not be revoked except for material legal or safety violations.

5. Content Responsibility & Liability

The Host acknowledges and agrees that:

- I. The Host is solely responsible for determining whether any advertisement is appropriate for the premises
- II. The Host assumes all liability for complaints, objections, or offenses arising from displayed content
- III. The Host is responsible for compliance with all local, provincial/state, and federal laws, bylaws, and regulations

- IV. Ads By Ini shall not be liable for:
 - V. offensive or inappropriate content
 - VI. regulatory violations
 - VII. reputational harm

VIII. third-party claims arising from displayed advertisements

6. Platform Content License, Proof, Reviews & Host Approval

a. Platform Content & Marketing License

The Host grants Ads By Ini Inc. a non-exclusive, worldwide, royalty-free license to capture, use, reproduce, display, publish, and distribute photographs, videos, descriptions, and other content relating to the Host's property, advertising locations, and ad spots, as submitted by the Host or collected in connection with the Host's participation on the Platform, for the purposes of operating, promoting, and marketing the Marketplace and related services.

This license includes the right to display such content on the Platform, in sales materials, case studies, presentations, social media, and other marketing or promotional channels, without additional compensation to the Host.

b. Reviews & Feedback

The Host acknowledges that Ads By Ini Inc. may display advertiser feedback, ratings, reviews, or performance indicators associated with the Host's ad spots or participation on the Platform. Ads By Ini Inc. does not guarantee the accuracy, completeness, or favorability of any such reviews and shall not be obligated to remove feedback except as required by law or Platform policy.

c. Host Application Review & Discretion

Ads By Ini Inc. reserves the sole and absolute right, in its discretion, to approve, reject, suspend, or remove any Host application, listing, or participation on the Platform at any time, with or without notice, and for any reason or no reason, including but not limited to quality standards, compliance concerns, reputational considerations, or business needs.

Approval to participate on the Platform does not create any ongoing right or entitlement to continued participation.

d. Proof of Performance

The Host acknowledges and agrees that Ads By Ini Inc. is not responsible for uploading, submitting, or verifying any proof of campaign performance, ad installation, or ad removal ("Proof").

Proof of installation, display, or removal of advertising materials shall be provided solely by third-party service providers engaged by Ads By Ini, or, where applicable, by Hosts who have agreed to self-manage ad media replacement or campaign materials.

Ads By Ini shall have no liability for any delays, omissions, inaccuracies, or failures in the submission or verification of Proof.

7. Premises Access & Cooperation

The Host agrees to provide reasonable access to the premises, including designated advertising locations, to third-party service providers or affiliates engaged in connection with the installation, inspection, maintenance, replacement, or removal of advertising hardware or materials.

Such access shall be provided during reasonable business hours or as otherwise mutually agreed, and subject to the Host's standard security and access procedures.

Ads By Ini Inc. does not perform and is not responsible for any on-site services. Independent third-party service providers perform all physical services, and the Host acknowledges that Ads By Ini Inc. has no control over the manner or timing of such services.

The Host shall cooperate in good faith with third-party service providers and promptly notify Ads By Ini Inc. of any access restrictions, safety requirements, or scheduling constraints that may affect service delivery.

8. Damage, Injury & Indemnification

The Host assumes all risk associated with the presence of advertising hardware and the display of advertising media on the Host's premises. The

Host agrees to indemnify, defend, and hold harmless Ads By Ini Inc., its officers, directors, affiliates, the applicable Advertiser, and Service Partners from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:

- I. property damages
- II. bodily injury or personal injury
- III. fire or electrical issues
- IV. building code, zoning, and safety violations
- V. vandalism or theft
- VI. any other claims, losses, damages, or liabilities arising out of or related to the Host's premises, participation on the Platform, or the display of advertising

Indemnification.

The Host assumes full responsibility for all risks associated with the placement and display of advertising hardware and campaigns on the Host's premises. This includes, without limitation, property damage, bodily injury, or personal injury to any person, including employees, visitors, or third parties.

To the fullest extent permitted by law, the Host shall indemnify, defend, and hold harmless Ads By Ini Inc., its affiliates, the applicable Advertiser, and third-party service providers from any claims, losses, damages, liabilities, or expenses arising from the Host's premises, including but not limited to any slip-and-fall, trip-and-fall, or other accidents occurring in areas where advertising hardware is installed.

For Hosts in British Columbia, this indemnification includes risks covered under the B.C. Occupiers' Liability Act, acknowledging that the Host carries the primary responsibility for maintaining safe premises and that any insurance maintained by the Host should reflect this primary risk allocation.

9. Hardware Ownership & Care

Advertising hardware remains the property of the designated Service Partner. The Host agrees to:

- I. Exercise reasonable care

- II. Promptly notify Ads By Ini of damage, malfunction, or tampering
- III. Not relocate, modify, or remove hardware without authorization

10. Vacant Inventory & House Ads

When no paid campaign is active, the Host agrees to allow Ads By Ini to display house advertisements promoting the Ads By Ini platform or advertiser acquisition efforts. No compensation is owed for vacant inventory.

11. Payment Terms

Hosts shall be compensated every 30 days, calculated from the date an active campaign begins displaying.

Compensation to the Host, if any, is calculated as a percentage of the advertising revenue generated from the applicable ad spot. The applicable percentage share, if offered, shall be communicated to the Host at the time a campaign is confirmed on the Platform.

The Host acknowledges that compensation is variable, dependent on advertiser demand and campaign activity, and that no minimum revenue, occupancy, or earnings are guaranteed.

Host earnings are contingent upon the Host's successful submission of installation proof in the manner requested through the Ads By Ini Platform.

Ads By Ini Inc. reserves the right to apply offsets to a Host's wallet balance solely in connection with amounts invoiced to the Host by a third-party service provider or affiliate, including replacement or recovery costs for unreturned or damaged hardware.

Ads By Ini Inc. may apply such offsets without prior notice, where permitted by law, and shall not be responsible for disputes between the Host and the applicable third-party service provider.

Payment is owed only for periods during which an advertisement is actively displayed.

No payment shall be owed for:

- I. Vacant inventory
- II. Paused campaigns
- III. Rejected campaigns
- IV. The display of Ads By Ini promotional or house advertising for the purpose of attracting advertisers
- V. The Host's failure to timely upload required installation, display, or compliance proof, or to perform tasks or actions reasonably requested by the Platform or its service partners in connection with campaign confirmation, monitoring, or compliance
- VI. Force majeure interruptions

a. Host Wallet

All wallet balances credited to the Host under this Agreement are credits for services rendered and do not constitute deposits, funds held in trust, or demand deposit accounts.

Any credits payable to the Host under this Agreement shall be credited to the Host's wallet balance on the Ads By Ini Platform. Wallet balances reflect amounts earned from active advertising campaigns, net of any applicable adjustments, refunds, or chargebacks.

b. Withdrawals

Subject to compliance with these Terms and applicable payment processor requirements, the Host may request withdrawal of available wallet balances at any time through the Platform.

c. Payment Processing

Withdrawals are processed via third-party payment processors, including but not limited to Stripe. The Host acknowledges that payment processing is subject to the terms, policies, verification requirements, processing timelines, and fees of the applicable payment processor. Minimum withdrawal amount is \$50 from the Host wallet.

Ads By Ini Inc. does not control payment processor operations and shall not be responsible for delays, failures, reversals, or errors attributable to third-party payment processors.

d. No Guaranteed Timing

Wallet crediting and withdrawals are not guaranteed to occur on a specific date and may be delayed due to verification, compliance reviews, payment processor requirements, or Force Majeure Events.

12. Opt-Out & Termination

The Host may opt out of the platform only when no active campaign is running.

Upon termination:

Any advertising hardware provided in connection with the Host's participation on the Platform is supplied and managed by a third-party service provider or affiliate. Upon termination of participation or upon request, the Host agrees to return all such hardware in accordance with the instructions, timelines, and specifications provided by the applicable third-party service provider. The Host acknowledges that Ads By Ini Inc. does not control hardware logistics, condition assessments, or return procedures, and shall not be responsible for delays, losses, or disputes arising from hardware return. Any costs associated with packaging, shipping, handling, or replacement of unreturned or damaged hardware shall be borne by the Host, as determined by the third-party service provider. In the event hardware is not returned in accordance with specifications, the Service Partner may invoice the Host for replacement or recovery costs and pursue collection directly.

13. Limitation of Liability

To the maximum extent permitted by law, Ads By Ini Inc.'s total liability under this Agreement shall not exceed the total fees paid to the Host in the preceding two (2) months.

14. Dispute Resolution & Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada, without regard to its conflicts of law rules.

Any dispute, controversy, or claim arising out of or relating to these Terms shall be resolved exclusively by binding arbitration under the **Vancouver International Arbitration Centre (VIAC)** Arbitration Rules in effect at the time of the dispute.

The party submitting the appeal shall be responsible for any filing or administrative fees associated with the appeal, unless the appeal is determined to be substantially justified.

The arbitration shall be conducted before a single arbitrator, online by default unless otherwise explicitly agreed by Ads By Ini. Host and Ads By Ini agree that the arbitrator will have no power or authority to make awards or issue orders of any kind that are prohibited by these Terms.

Court Intervention for Preliminary Relief: Notwithstanding the agreement to arbitrate, either party may seek temporary or interim relief from a court of competent jurisdiction in Vancouver, British Columbia, solely to preserve rights or assets pending arbitration. Such relief may include, without limitation, orders to protect assets, prevent the destruction of evidence, or maintain the status quo. Any such court intervention shall be strictly limited to provisional measures and shall not determine the merits of the dispute, which remain subject to arbitration.

Any arbitration award, order, or judgment shall be final, binding, and enforceable in any court of competent jurisdiction. The arbitrator shall have no authority to issue awards or orders inconsistent with these Terms.

All arbitration proceedings and related communications shall remain confidential and be afforded the same protections as private mediation under the British Columbia Law. The arbitrator may award the substantially prevailing party its reasonable out-of-pocket costs.

15. Platform Modifications

Ads By Ini reserves the right, at its sole discretion, to update or modify the Platform rules, policies, campaign fees, Ad Hosting Fees, payout frequency, or any other terms related to campaigns or payments. Notice of any changes may be provided via email, Platform notification, or website posting. Continued use of the Platform or participation in campaigns constitutes the Advertiser's acceptance of such updates.

16. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement (other than payment obligations already accrued) to the extent such failure or delay is caused by events beyond reasonable control, including but not limited to acts of God, fire, flood, earthquake, war, terrorism, labor disputes, strikes, government orders, power failures, internet or network outages, pandemics, or failure of third-party service providers ("Force Majeure Event").

During a Force Majeure Event, Ads By Ini Inc. shall not be obligated to display advertisements or make payments for periods during which advertising is not shown.

17. Insurance Disclaimer & Recommendation

The Host acknowledges that Ads By Ini Inc. does not provide insurance coverage of any kind for the Host, the premises, or any advertising hardware.

The Host is solely responsible for maintaining any insurance coverage it deems necessary, including but not limited to general liability, property, and premises insurance.

Ads By Ini Inc. makes no representations regarding insurance adequacy and shall have no responsibility for uninsured losses.

18. Survival of Key Obligations

The following provisions shall survive termination or expiration of this Agreement: Content Responsibility, Indemnification, Limitation of Liability, Insurance, Governing Law, Dispute Resolution, and any provisions that by their nature should survive termination.

19. Assignment & Corporate Flexibility

Ads By Ini Inc. may assign or transfer this Agreement, in whole or in part, without restriction, including to an affiliate, successor entity, or acquirer in connection with a merger, acquisition, reorganization, or sale of assets.

20. Electronic Acceptance & Click-Wrap Enforceability

This Agreement may be accepted electronically, including through click-wrap, tap-wrap, or similar methods.

By clicking "I Agree," creating an account, or participating as an Ad Host, the Host acknowledges that such electronic acceptance constitutes a legally binding agreement equivalent to a handwritten signature.

The Host consents to receive all communications, notices, and agreements electronically.

21. No Reliance / Platform Disclaimer

The Host acknowledges that it has not relied on any representations, advice, or statements by Ads By Ini Inc. regarding legal compliance, suitability of advertisements, or financial outcomes.

Host retains the final right of refusal for any creative content that conflicts with their brand values or property rules.

22. Severability & Waiver

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Failure to enforce any provision shall not constitute a waiver of future enforcement.

23. Anti-Circumvention (The "Bypass" Clause)

Host agrees not to accept any advertising business from any Advertiser introduced through the Platform for a period of 12 months following the introduction, except through the Platform. Violation shall result in liquidated damages equal to 3x the total gross revenue of the bypassed deal, or a flat fee of \$10,000 (whichever is greater).

24. Legal Notices and other Communications; Addresses.

- (a) **Legal Notices.** All legal notices and requests in connection with these Terms will be deemed given as of the day they are received either by email or in the mail, at the following addresses:

To: ***Ads By Ini Inc.***
Attn: Deputy General Counsel
3345 Kingsway, Suite 629,
Vancouver, BC, Canada - V5R0A7

Note: Kindly email a copy of the legal notice to:

Email: ***support@adsbyini.com***
Subject: <Account No> "Attn: Deputy General Counsel."

- b) **Other Communications.** For any communications for subject matters outside of the subjects listed above, please contact Ads By Ini by:

Email: ***support@adsbyini.com***
Subject: <Account No> "Summary of the Email."