

# Ads By Ini

## Advertiser 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 **Advertiser (“Advertiser”)** to create, manage, and book **Ad Campaigns** on Ads By Ini’s advertising marketplace. These Terms constitute a legally binding agreement between Ads By Ini and the Advertiser.

Ads By Ini operates solely as a technology marketplace that facilitates connections between Advertisers and third-party Ad Hosts. 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 providers (“Service Partners”).

The Advertiser wishes to use the Platform to book advertising campaigns 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 Advertiser:

- I. Acknowledges that the Advertiser has read, understood, and agrees to be bound by these Terms and the applicable Privacy Policy;



- II. Represents that the Advertiser has the legal authority, permissions, and approvals required to submit advertising materials and that the individual accepting these Terms has authority to bind the Advertiser entity, if applicable;
- III. Acknowledges that participation on the Platform is entirely voluntary and subject to the Advertiser's independent management and approval of campaigns; and
- IV. Agrees that all representations made in connection with the Advertiser's participation on the Platform are true, accurate, and complete.

## **1. Advertiser Eligibility & Authority**

The Advertiser represents and warrants that it has full legal authority, permissions, and approvals to create, submit, and run advertising campaigns on the Ads By Ini platform, including all intellectual property rights, copyright permissions, and regulatory compliance for the submitted advertising content.

Ads By Ini does not verify the Advertiser's ownership of intellectual property, permissions, or compliance with applicable advertising laws, rules, or regulations.

## **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 Advertiser is an independent participant using the Platform at its own discretion.

The Advertiser independently elects to create and submit advertising campaigns and retains full control over all creative content, campaign parameters, and approvals, subject to the Platform's terms and policies.

## **3. Campaign Submission & Approval**

Upon booking a campaign, the Advertiser must provide all required creative assets, media files, and campaign details as part of the submission process.

Ads By Ini reserves the right, at its sole discretion, to approve or reject any campaign, in whole or in part, for any reason or no reason, without liability.

The Advertiser acknowledges that the Host may review the submitted campaign and approve or reject it within the time period specified by the Platform. If the Host does not respond within the specified review period, the campaign and associated creative assets shall be deemed approved, and the Advertiser may not revoke the campaign except in cases of material legal, safety, or compliance violations.

The Advertiser is responsible for ensuring all submitted materials comply with applicable laws, regulations, and the Platform's content policies.

#### **4. Account Communications & Notifications**

The Advertiser consents to receive emails, messages, or other communications from Ads By Ini Inc. related to the Advertiser's account, campaigns, transactions, billing, updates to the Platform, or other administrative matters.

The Advertiser 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.

#### **5. Content Responsibility & Liability**

The Advertiser acknowledges and agrees that:

- I. The Advertiser is solely responsible for the content, accuracy, legality, and appropriateness of all advertisements, creative assets, and campaign materials submitted to the Platform.

- II. The Advertiser assumes all liability for complaints, objections, or offenses arising from submitted content.
- III. The Advertiser is responsible for compliance with all applicable local, provincial/state, and federal laws, regulations, and advertising standards.

Ads By Ini shall not be liable for:

- IV. Offensive, misleading, or inappropriate content submitted by the Advertiser
- V. Regulatory or legal violations arising from the Advertiser's campaigns
- VI. Reputational harm or damages resulting from the Advertiser's content
- VII. Third-party claims arising from submitted advertisements or campaign materials

## **6. Platform Content License, Reviews & Platform Discretion**

### **a. Platform Content & Marketing License**

The Advertiser represents and warrants that it owns or has all necessary rights, licenses, and permissions for all advertising content, creative assets, media files, and campaign materials ("Ad Media") submitted to the Platform. By submitting Ad Media, the Advertiser grants Ads By Ini Inc., its service partners, and Hosts a non-exclusive, worldwide, royalty-free license to reproduce, display, print, install, distribute, or otherwise use the Ad Media solely for the purpose of executing, displaying, and promoting the booked advertising campaign on the Platform and at Host locations.

This license includes the right to:

- I. Print, display, or otherwise place the Ad Media on Hosts' physical or digital ad spaces;
- II. Provide the Ad Media to third-party service providers or affiliates for campaign installation, maintenance, or removal;
- III. Use Ad Media in campaign-related communications, reporting, or performance monitoring.

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 Advertiser.

#### **b. Reviews & Feedback**

The Advertiser acknowledges that Ads By Ini Inc. may display Host and Advertiser feedback, ratings, reviews, or performance indicators associated with the Advertiser's campaigns or participation on the Platform.

Ads By Ini Inc. does not guarantee the accuracy, completeness, or favorability of any such feedback and shall not be obligated to remove feedback except as required by law or Platform policy.

#### **c. Advertiser Application Review & Discretion**

Ads By Ini Inc. reserves the sole and absolute right, in its discretion, to approve, reject, suspend, or remove any Advertiser account, campaign, 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. Campaign Cooperation & Timely Submission**

The Advertiser agrees to provide all creative assets, media files, campaign details, and approvals on time and cooperate with Ads By Ini or Hosts to ensure accurate and successful delivery of campaigns.

The Advertiser acknowledges that Ads By Ini does not control or guarantee the timing, placement, or display of campaigns at Host locations, and all physical execution is the responsibility of the Host or third-party service providers.

#### **e. Proof of Performance**

The Advertiser 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.

The Advertiser's obligations to pay campaign fees, comply with these Terms, and complete the booking process are not contingent on Ads By Ini receiving or verifying Proof.

#### **f. Viewability & Obstruction**

Advertiser acknowledges that Host locations are dynamic commercial or residential environments. Minor, temporary obstructions caused by janitorial services, facility maintenance, or guest activity shall not constitute a breach of this Agreement or entitle the Advertiser to a refund.

### **7. Advertiser Indemnification**

To the fullest extent permitted by law, the Advertiser shall indemnify, defend, and hold harmless Ads By Ini Inc., its affiliates, Hosts, and Service Partners from any claims, losses, damages, liabilities, or expenses (including reasonable legal fees) arising from:

- I. The Advertiser's content, creative assets, or campaigns
- II. Any violation of applicable laws, regulations, or advertising standards
- III. Intellectual property infringement or unauthorized use of third-party materials

- IV. Any claims, losses, or damages arising from the Advertiser's failure to provide accurate or lawful campaign materials

## **8. Payment Terms**

### **a. Campaign Fees & Payment**

The Advertiser agrees to pay all fees associated with booked campaigns as displayed on the Platform, including any applicable taxes, platform fees, or third-party service charges. Campaign fees are due at the time of booking or according to the payment schedule communicated through the Platform.

The Advertiser acknowledges that all fees are non-refundable except as expressly provided in these Terms or required by law. Ads By Ini Inc. may adjust fees for any campaign in case of modifications, cancellations, or billing errors.

### **b. Payment Methods & Processing**

Payments are processed via third-party payment processors, including but not limited to Stripe. The Advertiser acknowledges that payment processing is subject to the terms, policies, verification requirements, processing timelines, and fees of the applicable payment processor. Ads By Ini Inc. does not control the operations of third-party payment processors and shall not be responsible for delays, failures, reversals, or errors attributable to such processors.

### **c. Refunds & Adjustments**

No refunds shall be owed for:

- I. Campaigns already delivered or in progress;
- II. Campaigns paused or modified at the Advertiser's request;
- III. Rejected campaigns due to Host or Platform discretion;
- IV. Any amounts already paid, advanced, or otherwise disbursed by Ads By Ini to third-party service providers, affiliates, or contractors for

campaign creation, production, installation, delivery, or other services, regardless of whether the campaign is completed, paused, modified, rejected, or interrupted;

- V. Interruptions caused by Force Majeure or technical failures beyond Ads By Ini's control.

#### **d. No Guarantee of Campaign Results**

Campaign fees are not contingent upon campaign performance, engagement, or results. The Advertiser acknowledges that Ads By Ini Inc. does not guarantee any specific outcome, impressions, or conversions from campaigns.

#### **e. Payment Disputes**

Any disputes regarding fees or billing must be submitted to Ads By Ini Inc. in writing within 30 days of the invoice date. The Advertiser agrees that Ads By Ini Inc. may suspend campaign delivery until disputes are resolved.

### **9. Opt-Out & Termination**

The Advertiser may terminate their participation on the Platform or opt out only when no active campaigns are running or scheduled to run.

#### **Upon termination:**

- I. Any campaigns already submitted, booked, or in progress shall remain subject to the terms of these Terms, including payment obligations, and no refunds shall be owed for such campaigns.
- II. Any amounts already paid, advanced, or disbursed by Ads By Ini to third-party service providers, affiliates, or contractors for campaign creation, production, installation, delivery, or related services shall not be refundable under any circumstances.

- III. The Advertiser acknowledges that Ads By Ini does not control the timing, execution, or delivery of campaigns at Host locations and shall not be responsible for any interruptions, delays, or performance issues.

## 10. Limitation of Liability

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

## 11. 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. Advertiser 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.

## **12. 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.

## **13. Force Majeure**

Neither Ads By Ini nor the Advertiser 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 or Hosts ("Force Majeure Event").

During a Force Majeure Event, Ads By Ini shall not be obligated to deliver, display, or facilitate campaigns, and the Advertiser shall remain responsible for any fees or costs already incurred for campaigns booked or in progress.

## **14. Content Liability Disclaimer & Recommendation**

The Advertiser acknowledges that Ads By Ini Inc. does not provide insurance or coverage for legal claims, intellectual property disputes, or regulatory actions arising from the Advertiser's submitted content.

The Advertiser is solely responsible for ensuring that all submitted campaigns and creative materials comply with applicable laws, regulations, and third-party rights. Ads By Ini makes no representations regarding the adequacy of any coverage the Advertiser may obtain and shall have no responsibility for claims, losses, or damages related to campaign content.

## **15. 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.

## **16. 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.

## **17. Electronic Acceptance & Click-Wrap Enforceability**

- I. This Agreement may be accepted electronically, including through click-wrap, tap-wrap, or similar methods
- II. By clicking "I Agree," creating an account, or participating as an Advertiser, the Advertiser acknowledges that such electronic acceptance constitutes a legally binding agreement equivalent to a handwritten signature
- III. The Advertiser consents to receive all communications, notices, and agreements electronically

## **18. No Reliance / Platform Disclaimer**

The Advertiser acknowledges and agrees that it has not relied on any representations, advice, or statements by Ads By Ini Inc. regarding the legality, regulatory compliance, accuracy, effectiveness, or potential performance of any campaigns or advertisements.

The Advertiser is solely responsible for evaluating and ensuring the appropriateness, content, and outcomes of its campaigns. Ads By Ini makes no guarantees regarding results, engagement, or financial returns.

## **19. 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.

## **20. Anti-Circumvention (The "Bypass" Clause)**

The Advertiser agrees not to engage, solicit, or contract with any Host introduced through the Platform for advertising purposes outside of the Platform for a period of 2 years (24 months) following the introduction.

Any violation of this provision shall result in liquidated damages payable to Ads By Ini equal to three times (3x) the total gross revenue of the bypassed deal or a Liquidated Damages fee of \$10,000 (whichever is greater).

## **21. 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."