

# BreathEasy

## TERMS AND CONDITIONS

This document outlines the terms and conditions between BreathEasy and any user of, or advertiser on, the BreathEasy application or website. Please read these Terms carefully as by use of the BreathEasy app and website or entering into a commercial relationship with BreathEasy as an advertiser you acknowledge that you have read, understood and have indicated your acceptance of being bound by these Terms.

### A. ADVERTISING CONTRACT APPLICABILITY

A contract is confirmed, and these Terms shall apply, when BreathEasy or an authorized agent acting on BreathEasy's behalf has received the applicable payment from the Client and the Client has received written confirmation from BreathEasy of such payment.

### B. BANNER AD ADVERTISING ON THE BREATHEASY APP

BreathEasy is fully funded and sponsored through the sale of advertising space within the BreathEasy app. This advertising space takes the form of banner ads placed at the bottom of most screens within the app.

Banner ads are furnished by the client (i.e. advertiser) and uploaded via an onboarding form and process. Banner ads are required to measure **1200 by 200** pixels (preferably in .png format).

Though not expressly required, it is recommended that the banner ad uploaded to BreathEasy for display links to a relevant website, likely of the advertising business or organization.

For those businesses requiring it, assistance is provided in creating a banner ad suitable for use within the BreathEasy app. This service is provided free of charge by BreathEasy and only those charges incurred by BreathEasy's partner will be charged directly to the advertiser and by the vendor only. If you wish to take advantage of this service, please ensure you select the option on the advertiser onboarding form.

Under normal circumstances, banner ads will be visible on the app for 5 seconds and randomly rotate among all advertisers who have purchased a banner ad.

There are two basic families of banner ad campaigns available to companies and organizations:

1. Local and
2. National

This is done to ensure that the needs of a variety of business types (geographically fixed or Internet-based) may find value by advertising on the BreathEasy app.

In the Local Campaign Family, a radius is provided. This radius indicates the distance from the business/organization's primary address (provided during onboarding) that the banner ad will appear on BreathEasy users' phones. This radius is provided to ensure that a local campaign is *truly local*, and the business/organization is marketing to its intended audience and that the intended audience is receiving communications relevant to the locale. A local campaign's banner ad will not appear on users' phones when that user is outside of the campaign's radius.

Three tiers of upgrade bundles are available for each campaign family. They are Bronze, Silver and Gold. Both family and tier are required to be chosen by the advertiser at the time of purchase.

<b>LOCAL CAMPAIGN</b>		
<b>BRONZE</b>	<b>SILVER</b>	<b>GOLD</b>
1 Banner Ad	1 Banner Ad	1 Banner Ad
10-mile radius	25-mile radius	25-mile radius
	Alternative Business Priority Ranking	Alternative Business Priority Ranking
		Business Search Priority Ranking
		Up to 3 Additional Addresses

<b>NATIONAL CAMPAIGN</b>		
<b>BRONZE</b>	<b>SILVER</b>	<b>GOLD</b>
1 Banner Ad	1 Banner Ad	1 Banner Ad
Unlimited Range	Unlimited Range	Unlimited Range
	Business Search Priority Ranking	Business Search Priority Ranking
		Alternative Business Priority Ranking

## B. BANNER AD PAYMENT TERMS

Advertising on the BreathEasy app is purchased 1-month in advance. Billing occurs automatically and is charged on the first of every month. The credit card on file (provided during onboarding) will be charged on the first of every month.

If a banner ad is purchased part-way through a given month, the purchase price for that month will be for the full month. For this reason, it is most advantageous to purchase your ad campaign as close to the first of the month as possible to minimize wasted days.

Clients should refer to the confirmation invoice/receipt sent by BreathEasy and/or its authorized agent and/or their applicable confirmation email for details regarding final payment for any advertising bundles purchased.

As a condition to valid confirmation of any advertising on BreathEasy, the Client must provide all necessary information as requested by the BreathEasy onboarding process together with their final payment.

If an advertiser opts to cancel their current ad campaign partway through the month, no refunds will be given for unused time remaining in the billing month and their ad campaign will remain in effect until the end of the month.

In the event an advertiser wishes to modify their ad bundle after purchasing it, the current ad bundle will remain in effect until the last day of the month and the new/modified ad campaign will begin on the first day of the subsequent month.

## C. BREATHEASY SCORING

Customer ratings of businesses are on a 5-point scale where 1 is the lowest possible score, 3 is a neutral score and 5 is the absolute highest score attainable. Absent any votes by a consumer or visitor to the business or organization, all businesses will be rated with a BreathEasy score of 3 (neutral). This indicates that no votes have yet been registered for that business or organization.

*No user of the BreathEasy app may cast a vote or provide a customer rating on a business when farther than 100 feet from the physical location of the business.* This constraint ensures to the extent possible that only votes by customers who actually experienced the customer service of the business or organization are possible. A business does not need to be an active advertiser on BreathEasy for BreathEasy users to vote on that business's customer service.

A business or organization's BreathEasy score is determined by the average of the ratings of its customers or visitors. The business's official BreathEasy score for the month will be determined by its average score on the last day of the month.

#### D. SCORE THRESHOLDS FOR ADVERTISERS

While all businesses will be within the BreathEasy database and available for scoring, BreathEasy considers being an advertiser to BreathEasy app users a privilege. This privilege is offered to those businesses and organizations who provide better than average customer service as rated by the customers themselves.

Current advertisers must maintain an easily attained average BreathEasy score equal to or above **2.8** on the last day of the month.

**No new potential advertiser may purchase a banner ad if that business's last reported average BreathEasy score is less than or equal to 2.79.**

In the event that a current advertiser's BreathEasy score falls below the minimum threshold any time throughout the billing month, that organization or business will be informed by BreathEasy as soon as practicable. This notice is provided as a service and courtesy to the advertiser so that the advertiser may correct any issue that may have caused the score to dip below the minimum threshold.

BreathEasy understands that mitigating circumstances may occur that could inadvertently cause a BreathEasy score to dip below the threshold and will treat these issues on a case-by-case basis.

BreathEasy considers alerting a previously high-scored business of falling below the threshold as a service to that business.

#### E. CANCELLATION

Any cancellation of advertising by an advertiser must be done via the advertiser's profile page where the ad was first purchased. In the event of a cancellation before the end of the month, advertising will continue until the next billing cycle and then billing and banner ads will cease.

#### F. LIABILITY

BreathEasy is not responsible for any damages, expenses, losses, or claims which are attributable to the fault of any Client or App User, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services or a force majeure event (as herein defined).

Force Majeure: BreathEasy shall not be liable in any way to the Client or App User for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for BreathEasy failure to commence, perform and/ or complete any duty owed to the Client or App User if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by

authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of BreathEasy; or an event which BreathEasy or the supplier of services, even with all due care, could not foresee.

THE CLIENT OR APP USER MUST COMMUNICATE AT THE EARLIEST OPPORTUNITY, IN WRITING, TO BREATHEASY ANY SUCH FAILURE THAT THE CLIENT OR APP USER ALLEGES HAS OCCURRED. In the event that any loss, death, injury or illness is caused by the negligent acts and/or omissions of BreathEasy or of the third-party suppliers of any services that form part of the Contract then BreathEasy limits its liability

BreathEasy shall not in any circumstances be liable to Clients or App Users for any loss or anticipated loss of profit, loss of revenue, loss of use, loss of contract or other opportunity or for any other consequential or indirect loss or damage of a similar nature. For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability BreathEasy may incur for the negligent acts and/or omissions of its suppliers shall be limited to a maximum of the price which the Client or App User paid to BreathEasy. BreathEasy will not at any time be liable for any loss of or damage to valuables of any nature. The Client or App User agrees that they shall be precluded from making a double recovery by making the same claims and seeking recovery against BreathEasy and its suppliers, contractors or other third parties.

#### G. CLIENT RESPONSIBILITY

The App User or Advertiser must at all times strictly comply with all applicable laws and regulations of all countries and regions visited by the User. BreathEasy is not liable for any damages incurred by the App User or Advertiser through the direct or indirect use of the BreathEasy App.

#### M. CLAIMS AND COMPLAINTS

Client agrees to bring any complaints regarding BreathEasy as soon as possible in order to provide BreathEasy with the opportunity to address such complaint properly. BreathEasy assumes no liability for complaints that are not properly brought to the attention of BreathEasy with sufficient notice for BreathEasy to resolve or attempt to resolve any complaints.

#### O. SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from these Terms or amended accordingly only to such extent necessary to allow all remaining terms and conditions hereof to survive and continue as binding. If any provision of these Terms is found to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. The invalidity or

unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

**P. CONTRACT PARTIES, SUCCESSORS AND ASSIGNS**

These Terms and Conditions shall inure to the benefit of and be binding upon BreathEasy and the Client and their respective heirs, legal personal representatives, successors and assigns, as well as anyone named in any booking made by the booking Client on whose behalf the Client is purchasing any Program.

**NOTHING FOLLOWS**