

Flyer Buzz Terms of Service

Introduction

These Terms and Conditions ("Agreement") establish the understanding between Flyer Buzz Marketing Company ("Flyer Buzz") and the Client engaging in our services. By participating in our print, distribution, digital, and SEO services, the Client acknowledges and agrees to be bound by the terms outlined herein.

Print and Distribution Services

1. **General Distribution Terms:** Flyer Buzz employs industry-standard practices for all distribution methods, including regular cycles, non-scheduled distribution, mailbox delivery, and specialty distributions such as door hangers.
 2. **Specialty Flyers:** For door hangers or other specialty flyers, Flyer Buzz is not liable if they are delivered in a manner different from being placed on doorknobs due to logistical challenges or restrictions.
 3. **Placement Instructions:** While special placement instructions are followed to the best of our ability, Flyer Buzz is not liable for unforeseen circumstances, including labor disruptions, strikes, or external factors that may alter the schedule.
 4. **Mailing Plan Adjustments:** The Distributor reserves the right to adjust distribution methods based on operational needs or access limitations, such as during postal strikes.
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Liability and Business Outcomes

1. **Limitations of Liability:** Flyer Buzz's responsibility is limited to the cost of the distribution service in cases of errors, omissions, or failure to fulfill the contract.
 2. **Client Assumptions:** Any assumptions of missed deliveries do not constitute a breach unless verified by Flyer Buzz. Material may go unnoticed by recipients, and this does not imply improper distribution.
 3. **Business Outcomes:** Flyer Buzz disclaims liability for business outcomes or response rates from distributed material.
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Prepayment, Refund Policy, and Additional Costs

1. **Prepaid Services:** All services require prepayment. The Client agrees to pay the agreed-upon amount before service commencement.

2. **Non-Refundable Payments:** Payments are non-refundable once services are initiated, including delays caused by strikes or uncontrollable external factors.
 3. **Additional Costs:** The Client agrees to pay for additional services or adjustments due to errors in material preparation, bundling, or specifications.
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Material Handling

1. **Material Requirements:** The Client is responsible for ensuring that materials meet Flyer Buzz's standards (e.g., CMYK, 300 dpi, 1/16 inch bleed).
 2. **Storage and Risk:** Materials are stored and handled at the Client's risk. Flyer Buzz is not liable for damage or loss unless caused by gross negligence.
 3. **Spoilage and Surplus:** Distribution involves an expected level of spoilage, and surplus materials will be held for 14 days post-distribution.
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Labor Disruptions and Strike Contingency

In the event of labor disruptions or a Canada Post strike, Flyer Buzz will implement alternative carrier solutions to maintain service continuity. However, access to apartment or condo mailboxes may be restricted, and delivery may be limited to lobbies or other accessible areas.

Complaints and Verification

1. **Complaint Policy:** Complaints must be submitted in writing within 72 hours of the distribution end date.
 2. **Verification Standards:** Flyer Buzz's verification system takes precedence in resolving disputes.
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Governing Law

This Agreement is governed by the laws of the Province of Ontario and is subject to modification at Flyer Buzz's discretion.

By engaging in Flyer Buzz's services, the Client acknowledges and agrees to these terms and conditions.

For any questions or clarifications, please contact Flyer Buzz before proceeding with services.

