

ADVERTISING STANDARD TERMS & CONDITIONS

1. INTERPRETATION

a) In these terms and conditions, unless the context otherwise requires:

i. "Agency" means an accredited advertising agency that has been pre-approved by MetService and that books any Campaign;

ii. "Advertiser" means an advertiser that has been pre-approved by MetService and books any Campaign;

iii. "Agreement" means these terms and conditions;

iv. "Campaign" means the Placements booked in the Insertion Order by the Client and includes the Creatives;

v. "Campaign Start Date" means the date that the Campaign commences, as specified in the Insertion Order;

vi. "Client" means an Agency or Advertiser;

vii. "Creative(s)" means the advertisements (and includes a URL) provided as electronic files by the Client to MetService to fill the Placements;

viii. "Insertion Order" means a campaign booking form completed by the Client and received by MetService;

ix. "Fees" mean the price paid by the Client to MetService for the Campaign as set out in the Insertion Order;

x. "Placement(s)" means the advertising space booked on MetService website by the Client as specified in the Insertion Order;

xi. "Rate Card" means the rate card and media kit found on the MetService website;

at the time Trade Me receives the Insertion Order from the Client.

2. CREATIVES

a) The Client shall provide the necessary Creatives for the Campaign to MetService at least three (3) working days before the Campaign Start Date, unless otherwise specified in the Insertion Order.

b) The Client may only provide a maximum of three (3) sets of Creatives per Placement.

c) All Creatives supplied by the Client must comply with the advertising specifications outlined in the Rate Card.

d) MetService does not guarantee acceptance of changes to the Campaign after the Campaign Start Date.

3. CANCELLATION POLICY

a) The Client may only cancel the Campaign or Placements by giving written notice to MetService.

b) If the Client cancels the Campaign or Placements by giving at least 30 days notice before the Campaign Start Date then no penalty will apply.

c) If Client cancels the Campaign or Placements by giving between 14 and 29 days (inclusive) notice before the Campaign Start Date the Client must:

i. make good the funds committed to the original Campaign or Placements through a future advertising campaign with MetService. The future advertising campaign must be used within six (6) months of the date of cancellation of the Campaign or Placements. MetService will invoice the Client at the time of the original Campaign; or

ii. pay MetService 50% of the total Fees for the Campaign.

d) If the Client cancels the Campaign or Placements by giving less than 14 days written notice before the Campaign Start Date, the Client shall pay MetService 75% of the total Fees for the Campaign.

e) If the Client cancels the Campaign or Placements on or after the Campaign Start Date, the Client shall pay MetService 100% of the total Fees for the Campaign.

f) MetService may cancel this Agreement by giving notice to the Client at any time. MetService reserves the right to reject any Campaign or any part of a Campaign at any time.

4. LATE CREATIVE POLICY

a) The Client shall pay MetService a \$500 loading fee (excluding GST) ("Loading Fee") for Creatives that are received by MetService less than three (3) working days before the Campaign Start Date. MetService will also charge the Client the Loading Fee for any changes to Creatives that are requested by the Client less than three (3) working days prior to the Campaign Start Date or during the Campaign.

b) Where the Loading Fee is charged by MetService, MetService will endeavour to load the Creative as soon as practicable after receipt of the Creative by MetService.

c) For the avoidance of doubt, the Loading Fee is not commission bearing.

5. PRICES AND PAYMENT

a) The Client shall pay the Fees within 14 days of the date of the invoice ("Due Date").

b) Fees do not include production charges or tracking of impressions by a third party unless otherwise agreed between the Client and MetService in writing. Fees are Agency commission bearing and exclude GST. MetService reserves the right to amend the Rate Card at any time it sees fit.

c) MetService reserves the right to charge penalty interest at 2% per month on all payments that are not received before the Due Date. The Client shall pay all costs incurred for the collection of the Fees in the event of non-payment by the Due Date.

d) MetService reserves the right to suspend any Campaign where payment is not paid by the Due Date.

6. ASSIGNMENT AND RESALE OF AD SPACE

a) Subject to clause 6b) below, the Client shall not assign or transfer any of its rights or obligations under this Agreement.

b) The Agency may only resell the Campaign to the advertiser named in the Insertion Order.

7. EXCLUSIVITY

a) Where the Client books a share of voice banner, the Client acknowledges that other banners will run in rotation in the same advertising space.

b) The Client agrees that this Agreement provides no exclusivity to the Client (unless otherwise agreed in writing between the Client and MetService) and accepts that other parties, including the Client's competitors, may advertise in rotation, on the same webpage as the Client or elsewhere on the MetService websites.

8. CLIENT REPRESENTATIONS

- a) The Client will conduct Campaigns in accordance with New Zealand industry standards, including, but not limited to, standards provided by the New Zealand Interactive Advertising Bureau.
- b) The Creatives shall not contain, or contain URL's that link to, content that is, in MetService's opinion, offensive, predatory, misleading, inaccurate, inappropriate or illegal.
- c) The Creatives shall not refer to MetService in any way whatsoever, whether implicitly or explicitly, unless agreed to in writing by MetService.
- d) The Client warrants that it has the right to advertise on behalf of any third parties mentioned in the Campaign or the Insertion Order.
- e) MetService has no responsibility to review the Client's Creative or any website to which the Client's Creative links.

9. LIMITATION OF LIABILITY

- a) MetService's advertising spaces are provided on an "as is" and "as available" basis. MetService shall not be liable for any advertiser's content that appears on MetService, nor the content of any Creative, web site or web page.
- b) MetService shall have no liability for any failure or delay resulting from events beyond MetService's control.
- c) MetService will use its reasonable endeavours to ensure the availability of the MetService website and the services provided under this agreement, subject to any downtime required for maintenance. MetService is not responsible for any system unavailability, or for any loss that is incurred as a result of website or services being unavailable. MetService assumes no responsibility for the corruption of any data or information held by MetService.
- d) In the event that MetService fails to display a Creative in accordance with the Insertion Order (or in the event of any other failure, technical or otherwise), MetService's liability to the Client shall be limited to either a refund of the Fees paid for the Creative or the portion of the Creative that failed to run, or placement of the Creative at a later time. MetService shall not be liable in any way whatsoever for any failure to display a Creative in accordance with the Insertion Order where the Client has failed to comply with clause 2a), 2b) or 2c).
- e) In no event shall MetService be liable for any consequential or special loss, loss of profits, or other damages arising from any failure to timely run the advertising in accordance with the Insertion Order.

10. MISCELLANEOUS

- a) This Agreement constitutes the entire agreement between the Client and MetService unless superseded by any other written agreement between the Client and MetService.
- b) This Agreement may not be amended or varied unless agreed to in writing by MetService.
- c) The Client acknowledges that the services being provided by MetService under this Agreement is not a service of a kind ordinarily acquired for personal, domestic or household use or consumption. In purchasing the service for the purposes of a business, the Client acknowledges that it is not entitled to claim any of the remedies provided under the Consumer Guarantees Act 1993 and that the provisions of that Act do not apply to it.