

## Terms and Conditions of Business

### PropertyTalk.com Limited

#### 1. Defined Terms

In this agreement:

<i>Advertisement</i>	means any property related advertisement or listing you ask us to display on the internet on the public pages of the website.
<i>Material Deadline</i>	means the final date we set for you to give us site ready creative material being no less than 24 hours prior to publication.
<i>Booking</i>	means any request you make to us: a) to publish your logo on behalf of a sponsorship agreement; b) publish your details on behalf of an Advertisement or c) commence hosting property listings on behalf of a Real Estate Agency office.
<i>Due Date for Payment</i>	means the commencement date of any agreement for advertising. Any renewals for such agreements shall be billed and payable in the same manner.
<i>Issue Rate</i>	means, on behalf of any Advertisement, sponsorship agreement or property listing agreement our current charge for that type of advertisement, publication or listing at the time we accept your booking.

#### 2. Your Responsibilities When Placing an Order

Before placing a booking for an Advertisement you must make sure that:

- you are familiar with all legal requirements, codes of practice and industry standards which are relevant to the advertisement; these include, for example, the Fair Trading Act 1986, the Copyright Act 1962 and the Consumer Guarantees Act 1993.
- the Advertisement complies with all relevant legal requirements, industry standards and codes of practice issued by the Advertising Services Authority Inc. and does not discredit any competitor or the goods or services supplied by any competitor.

#### 3. Our Charges

We will charge you for every Advertisement we accept for publication at the rate we quote at the date we accept the booking plus goods and services tax. By placing a booking you accept responsibility for paying our charges for that Advertisement.

#### 4. Billing and Payment

We will send you a bill for our charges for every Advertisement. You must pay all bills by the due date for payment.

#### 5. Liability

We exclude all liability we may have to you. We are not liable to you or have to pay for anything caused by or resulting from anything we do or do not do, or delay in doing, whether or not it is contemplated or authorised by these terms and conditions. This exclusion applies whatever you are claiming for (including loss of profits or business) and however the liability arises or might arise if it were not for this clause. This exclusion does not prevent you getting a court order requiring us to meet our obligations to you.

## **6. Withdrawal of Advertising on our Website**

In the event that PropertyTalk.com Ltd determines in its opinion that any advertising customer is responsible for or there occurs any act or omission by the advertising customer which causes or is likely to cause damage to the business or reputation of PropertyTalk.com Limited, in that event PropertyTalk.com Limited may summarily remove the advertising of the customer from its website but without releasing the customer for any liability for moneys owing or other liability down to the date of removal. PropertyTalk.com Limited shall at the time of removal notify the customer that it has done so. "Act or omission" may include but be not limited to acts of bankruptcy, the liquidation of a company or appointment of a Receiver of the company, unethical or unlawful practises by the customer which could harm the reputation of PropertyTalk.com Limited".

## **7. Indemnity**

You must compensate us for any loss we suffer and indemnify us against any liability we incur which is caused by or results from:

- us providing services to you; or
- us publishing an Advertisement; or
- you not meeting your legal responsibilities to us.

## **8. Access to Website**

Our website is a secure site. Before accessing you should read the access conditions for PropertyTalk.com Limited which are set out on the website. All the access conditions are deemed to have been read and agreed to by you before use. Those access conditions are deemed to be incorporated in these Terms and Conditions of Business as if they were set out in full herein.

## **9. Keeping Information Confidential**

We and you agree that information relating to each other's business affairs including, for example, information about research materials, trade secrets and know-how, is confidential except where it is publicly available. You may not disclose any confidential information to anyone.

## **10. Consumer Guarantees Act**

You agree that you are acquiring our services under these terms and conditions for the purposes of a business as defined in the Consumer Guarantees Act 1993. The provisions of that Act do not apply to the services we agree to provide to you, whether or not we provide them.

## **11. Sending Bills and Notices**

We will send bills and other notices by email or by fax at our option. The bills and other notices will be deemed received when we hold an email receipt from you of the billing. It is your obligation to ensure that you email the receipted request to us at the time of billing as we will not accept the booking until this has been sent to us. When we send a bill by fax, we can assume it has been received if we hold a fax transmission receipt which records the correct transmission details.

## **12. Jurisdiction**

These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand. Both of us agree to submit to the jurisdiction of New Zealand courts.

## **13. Validity of each Term**

If any of these terms and conditions of business is not valid for any reason, all other terms and conditions remain valid.

