



NICHE DIRECTORIES LTD TERMS & CONDITIONS OF SALE

These Terms and Conditions, and any Quotation set out the entire agreement between the parties and supersedes all prior arrangements, undertaking, representations and warranties by or between the parties.

1. Interpretation

In these terms:

- "Advertisements" means the advertisements to be promoted as agreed between the Advertiser and us;
- "Advertiser" or "you" refers to the entity requesting the Advertising Services from us;
- "Advertising Service(s)" means the services described in the Quotation;
- "we", "us" or "our" refers to Niche Directories Ltd;
- "Quotation" means the proposal setting out costs and services to be provided.

2. Errors and omissions

We will endeavour to ensure the Advertisements accurately reflect the approved copy provided by the Advertiser. We will not, however, be responsible for any errors in the content or the incorrect appearance of any published Advertisements. Our maximum liability under any claim will not exceed the fees paid by the Advertiser for the Advertisement. We will correct any notified errors for which they are responsible as soon as possible at no cost to the advertiser.

3. Paying for our advertising services

We charge on a set-up fee basis for the Advertising Services. Your charge is not for the duration of the term, but rather for the initial placement of the Advertisement. Accounts are due within seven (7) days of the date of Invoice unless otherwise agreed to in writing. If payment is not received by the due date shown on your account or as arranged within the written contract, we may require payment of any recovery costs. We reserve the right to add any credit card processing fees to the price.

4. Automatic renewal

We may publish your listing indefinitely unless cancelled in accordance with these Terms and Conditions. Our charge for an Advertising Service in the second and subsequent terms of the advertisement may be different from the previous terms charge.

5. Services provided

No oral statements made by us or our employees or contractors will form part of this agreement. Only what is included in any quotation and, ultimately, our invoice to you is what will be provided. No extra services that are not included in our invoice to you will be provided unless specifically indemnified in writing by our Managing Director. We do not provide advertising durations of more than twelve months at a time.

6. Cancelling your advertising

All cancellations must be made in writing to us. If the cancellation occurs after the listing has gone live, the fee stands and remains payable by the Advertiser. If cancellation occurs prior to listing, but after production costs have been incurred, then the Advertiser agrees to pay a sum equivalent to 50% of the total charges payable had the listing gone live.

7. Dispute resolution

All disputes must be made in writing to us. Both parties agree to resolve using best endeavours between themselves, otherwise, if no agreement can be reached then disputes proceedings will be raised in an appropriate Court or Tribunal.

8. Transfer of rights and responsibilities

You may transfer all (but not part of) your rights and responsibilities under this agreement to someone else so long as we have received the transferee's written acceptance of responsibility and given you our written consent.

9. Right to refuse

We may at any time and without notice to the Advertiser, cancel, reject or refuse to continue publishing any Advertisement without providing any reason for such rejection or refusal or advertisement material at any time prior to, or after, publication of the Advertisement. This right will not be unreasonably exercised.

10. Prohibited information

Advertisers are not permitted to put their contact information in their advertisement description nor in their links. This includes, but is not limited to, websites, phone numbers, email addresses or social media pages. Contact information is to be placed in the fields provided so that we can provide statistical information to the Advertiser. Advertisers are not permitted to put information in their Advertisement (written or in image form) about their membership or awards from other directories nor links to those directories or their awards on those directories websites.

11. Intellectual Property Rights

You warrant that you have the rights to use all material that you provide to us for use in your Advertisements, on our site, and/or social media platforms. We may use material (including photos, videos and text) from your website or social media pages for the purposes of promoting your business. You warrant that you have the rights to use any material on your own website and you agree to confer a licence to us to use any such materials for the purposes of promoting your business on our website and/or on our social media platforms. Any new materials created or developed by us in providing the Advertising Services will be owned by us.

12. Final editorial decision

So as to keep the look and feel of the website consistent and up to standard, we reserve the right to exercise final editorial decision on the content of the site (including advertisements) and, as such, may edit the Advertiser's Advertisement(s).

13. Receiving Marketing Materials

You agree to receive periodic marketing material (usually via email) from us.

14. General

These Terms and Conditions are governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters relating to this Agreement. The hearing of any matter arising from this Agreement will take place in Hamilton, New Zealand. If any provision of this Agreement is held illegal or unenforceable, then such illegality or unenforceability shall not affect the remaining provisions of this Agreement which shall remain in full force and effect as if such provision held to be illegal or unenforceable had not been included in this Agreement. Any variation to this Agreement must be in writing and signed by both parties before the variation comes into effect.

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