



## CATCHAKIWI LIMITED

### WEBSITE ADVERTISING AGREEMENT

This Agreement, made and entered,

effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014,

by and between Catchakiwi Limited [hereinafter the "Website Owner"] and

\_\_\_\_\_(Name of Company),

\_\_\_\_\_(Address of Company),

[hereinafter the "Advertiser"].

Whereas, the Website Owner owns and operates a certain website identified as [www.catchakiwi.co.nz](http://www.catchakiwi.co.nz) [hereinafter the "Website"]; Whereas, Advertiser desires to have banner advertisements [hereinafter "Advertisements"] placed on the Website to promote its goods or services.

#### DEFINITIONS

**"Advertisement or Ad"** digital creative that is typically interactive. Banners, buttons, interstitials and key words are all examples of online advertisements. The digital creative can be text, static graphic, animated graphic, video, audio or other.

**"Advertiser"** shall mean any business owner.

**"Ad rotation"** different ads and different ad sources are rotated in the same space on a web page. Ad rotation is static (one ad per page view) and cycled on every page view or refresh.

**"Advertising category"** advertisers can choose to advertise nationally, regionally

The Website Owner and Advertiser agree as follows:

#### 1. Scope of Services

Website Owner agrees to display the Advertiser's banner of 148 x 92 pixels and a click through image 800 x 500 pixels on the Website, [www.catchakiwi.co.nz](http://www.catchakiwi.co.nz). for a period of 12 months under the terms and conditions of this agreement.

Website Owner use ad rotation for all advertisements on the Website. The rotation frequency is dependent on the advertising category selected by the client.

The Advertiser may choose to:

- a. have banner advertisement Nationally or Regionally
- b. link advertisement to a web page by providing a Uniform Resource Locator.

The Advertiser agrees to supply a suitable Advertisement complete with signed Agreement and payment for the right to advertise on the Website for 12 months and further agrees to abide by the provisions of this Agreement.

## **2. Term and Termination**

Following receipt of payment and acceptable digital image, the Advertisement will commence being displayed on the website within a reasonable amount of time and will continue to be displayed for a 12 month period. The date at which the Advertisement is first displayed shall also be known as the effective start date of this Agreement. The Advertiser is encouraged to renew this Agreement annually.

Unless terminated as provided herein, this Agreement will be for a period of 12 months. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

## **3. Manner of Display and Acceptable Content**

All Advertisements must conform to standards promulgated from time to time by Website Owner. Any failure of an Advertisement to conform to those standards will constitute a breach of this Agreement.

The Website Owner reserves all rights to determine whether artwork or other content submitted for the Advertisements is acceptable for use on the Website. The Website Owner may, in its sole discretion, refuse the use of any Advertisements.

## **4. Price and Payment**

Advertiser will compensate Website Owner for the Advertisements on the terms and times for payment set forth in Appendix 1. The Website Owner reserves the right to seek recovery of any overdue amounts from either or both Advertiser and any of its authorized advertising agents.

## **5. Relation of Parties**

The performance by Website Owner of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Website Owner and Advertiser, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

## **6. Warranty**

The Advertiser warrants that its advertisement does not infringe on the copyright or other intellectual property rights of any third person, business or corporation. The Advertiser further warrants that its Advertisement does not contain any libellous or slanderous materials, does not invade anyone's privacy, nor contain any obscenity. The Advertiser warrants that it has the unrestricted right to use all trademarks, service marks, logos, graphics, portraits, photographs, pictures and artwork contained in the Advertiser's Advertisement. This Section shall remain in effect after termination of this Agreement.

## **7. Limited Warranty**

Only in the event of any error or omission caused by the Website Owner, then Website Owner will correct the advertising within the usual time frame for updating the Website, after receiving notice from the Advertiser of the error or omission. In order to avail itself of the correction remedy, the Advertiser must make a written claim of such an error or omission to Website Owner.

In addition to Website Owner correcting the error or omission, the Advertiser must choose between one of two additional limited remedies: (1) mutually agree in writing with Website Owner on a specific reduction of the charges to be paid for the period in which the error or omission occurred, or (2) mutually agree in writing with Website Owner to extend the period during which the advertisement appears in the Website Owner's Website. The above limited remedies shall apply to all claims, causes of action, damages, fines, penalties or liabilities that the Advertiser may have against Website Owner, including but not limited to, claims based on breach of contract, torts (such as negligence or recklessness), or product liability.

Except for any warranty expressly made by Website Owner pursuant to This Agreement, Website Owner hereby disclaims any and all Implied Warranties, including, without limitation, The Implied Warranty of Merchantability, The implied warranty of fitness for a Particular Purpose, The implied warranty of quality of any Computer Programs, any and all Implied Warranties of Informational Content, and any and all Warranties as to any Effort made to achieve a Particular Purpose. Website Owner makes no warranty that the Website is free of viruses or potentially damaging code.

Notwithstanding anything in this Agreement to the contrary, in no event will Website Owner or its employees or agents be liable for any damages or expenses caused by system failure caused by any on-line service or computer system failure, or by any transmission, access or communication problems. Notwithstanding anything in this Agreement to the contrary, Website Owner is not responsible for the quality of the Advertiser's advertising to the extent that it may be affected by any operating systems, networks, independent display mechanisms or access to on-line services. In no event will Website Owner be liable for any consequential, exemplary, incidental, punitive or special damages arising out of this Agreement, including, but not limited to, loss of profit, loss of data or the cost of any alternative forms of advertising, whether based on breach of contract, tort (including negligence or recklessness), product liability or otherwise, even if Website Owner is informed in advance of the possibility of such damages. Website Owner's total liability under this Agreement is limited to the payments received by Website Owner from Advertiser hereunder for the current term of this Agreement only.

## **8. Indemnification**

The Advertiser agrees to defend, hold harmless and indemnify Website Owner for any and all claims, causes of action, damages, demands, fines, liabilities and penalties arising out of the Advertiser's breach of any warranty made by the Advertiser pursuant to this Agreement. The Advertiser further agrees to defend, hold harmless and indemnify Website Owner for any and all claims, causes of action, damages, demands, fines, liabilities and penalties arising out of the Advertiser's negligent or reckless acts or omissions arising out of this Agreement.

## **9. No Approval or Endorsement By Website Owner**

The Advertiser acknowledges that Website Owner does not approve, endorse or sponsor any product or service contained in the Advertiser's Advertisement. The Advertiser will not make any representation that Website Owner approves, endorses or sponsors any of the Advertiser's products or services. The Advertiser also understands that Website Owner does not approve, endorse or sponsor any person or company used by the Advertiser for creative,

design or other services, even if the Advertiser was referred to such person or company by Website Owner. The Advertiser acknowledges that Website Owner may publish advertising of any other entity in the Website. Nothing in this Agreement shall be construed to mean or imply that the Advertiser has any license to use any Website Owner trademark, service mark, logo or trade name.

**10. Notice**

Any notice, consent or other communication hereunder shall be in writing and shall be deemed to have been duly given only if sent by means of registered or certified mail or email.

**Advertiser name** \_\_\_\_\_

**Business Name** \_\_\_\_\_

**Date** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Signature** \_\_\_\_\_

**Catchakiwi Ltd Representative** \_\_\_\_\_

**Date** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Signature** \_\_\_\_\_



# Appendix 1 – Website Advertising price and Payment terms

## 1. Advertiser Information

Advertiser Name: ('Advertiser"): \_\_\_\_\_

Advertiser Address: \_\_\_\_\_

Contact name/phone: \_\_\_\_\_

Contact email: \_\_\_\_\_

## 2. Requested advertising specifications

URL advertisement will link to: \_\_\_\_\_

### Advertising Category:

*Please select one.*

- National
- Regional

### Placement Fee (per Banner Ad):

*Please select one.*

#### Regional

- 1 month: NZ\$60
- 12 months: NZ\$540

#### National

- 1 month: NZ\$180
- 12 months: NZ\$1,620

+ Artwork & Site setup: \$60 (NZ Dollars)

**Total Placement Fee: NZ\$ \_\_\_\_\_**

**Advert start date:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Advert end date:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Please Note:** The two Banner Ads should be an animated GIF, JPEG or PNG file not exceeding 40 kilobytes in size. Banner dimensions are 148 x 92 pixels, and 800 x 500 pixels.

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### Method of Payment:

- Cash
- Direct Credit  
Account details: KiwiBank Account number: 38-9014-0535082-00 (Please provide Invoice number as reference)
- Check Enclosed (Payable in NZ Dollars only)