

mooi troues

DIGITAL ADVERTISING AGREEMENT

mooi troues

DIGITAL ADVERTISING CONTRACT TERMS AND CONDITIONS:

1. DIGITAL ADVERTISING AGREEMENT:

1.1. By electronically completing the advertising booking form and agreeing to the terms and conditions on our media kit in English or Afrikaans, the advertiser(s) enter into a legal contractual agreement between Mooi Troues and the advertiser(s). This advertising agreement holds the same power as a manually signed advertising agreement.

2. MOOI TROUES APPROVALS AND DECLINE RIGHTS:

Mooi Troues reserves the right to decline any advertisement request should the client(s) does not fit the minimum advertising standards of Mooi Troues.

3. DESIGN AND ARTWORK SPECIFICATIONS:

3.1. All client(s) should adhere to the advertising and editorial specifications as outlined by the Mooi Troues advertising specifications guidelines the client(s) received via e-mail.

3.2. Should the client(s) artwork not be up to Mooi Troues standards; Mooi Troues will send the client(s) an e-mail asking for another advertisement design.

3.3. It is the responsibility of the client(s) to supply Mooi Troues with the required artwork and information as per Mooi Troues advertising specifications.

3.4. Advertisements will be online within 72 hours after the first monthly payment was received or when the once-off payment was received.

3.5. The client(s) advertisement will be online, 72 hours after the first monthly payment or once-off annual payment was received, whether Mooi Troues received the required information and artwork or not.

3.6. Should client(s) want Mooi Troues to do the design or designs there will be a design fee charged. The client(s) can request design rates from Mooi Troues.

3.7. Image credits:

3.7.1. The client(s) should provide a list of photographers to credit at the bottom of the client(s) advertisement on Mooi Troues. Mooi Troues will not credit individual photographs and will do a small credit at the bottom of the client(s) advert.

3.7.2. It is the client(s) responsibility to request permission from the photographer(s) for the usage of the images sent to Mooi Troues.

3.7.3. Mooi Troues cannot be held responsible for any claims, fees, charges, royalties, usages and or legal fees for images supplied to Mooi Troues by the client(s). Client(s) will take full responsibility of the above mentioned.

4. PAYMENT POLICY:

4.1. PAYMENTS POLICY FOR RECURRING INVOICES:

4.1.1. Invoices must be paid before or on the due date stated on the Invoice the client(s) receive.

4.1.2. Should payment not be made within five days after the due date, the advertisement will be removed until payment is received, and interest will be charged on overdue accounts.

4.1.3. *Debit Orders:* Should the debit order not go through; an admin charge of R 50 will be billed to the client(s) next Invoice. E-mail our finance department to arrange how the outstanding debit order will be paid.

4.2. PAYMENTS POLICY FOR ANNUAL AND ONCE-OFF INVOICES:

4.2.1. Invoices must be paid before or on the due date stated on the Invoice.

4.2.2. No refunds will be given to annual and once-off payment invoices.

mooi troues

5. CONTRACT DURATION OF RECURRING INVOICES:

5.1. This contract will commence from the signed date for a (12) month period. Unless specified otherwise. After the expiry of the initial (12) month period, this contract will be automatically renewed for a further period of (12) months. If the client(s) do not want to automatically renew the client(s) recurring advertisement, please advise us in writing at least 2 months before the expiry date of this agreement. Should payment by **Debit Order** be chosen as the method of payment, the initial contract will run for a (12) month period. Unless specified otherwise. After the expiry of the initial (12) month period, this contract will be automatically renewed for a further period of (12) months with an annual increase of 10%.

6. CANCELLATION POLICY FOR MONTHLY PAYMENT PLANS:

6.1. Cancellation Fees: 50% of the remainder of the client(s) contract including extensions and automatic renewals that will be outstanding should be paid in full via EFT. The client(s) should e-mail their proof of payment to finansies@mooitroues.co.za. Once the cancellation payment reflects in Mooi Troues account, Mooi Troues will issue the client(s) with a cancellation confirmation letter.

6.2. Notice Period: The client(s) may cancel their advertisement at any time with 30 days written notice by sending an email to finansies@mooitroues.co.za. Just stopping the payment does not cancel the advertising agreement and the client(s) will be billed even if the client(s) stop paying and be held liable to pay. Should the client(s) not pay the outstanding balances, the Accounts Department will hand over the matter for immediate Legal Action.

6.3. Complaints about the client: Mooi Troues reserves the right to cancel the client(s) advertising agreement at any given time should Mooi Troues receive complaints about the services or products the client(s) business delivered. The client(s) will be informed via e-mail and will get the opportunity to give his/her feedback. Mooi Troues will investigate the matter. Should the outcome be of such a matter that it can damage the reputation of Mooi Troues, we will remove the client(s) advertisement with immediate effect without any refunds and the client(s) will be liable to pay the remainder of the contract period.

6.4. Mutual Respect and Discrimination Policy: Mooi Troues reserves the right to cancel the client(s) advertising agreement if the client(s) do anything that could damage the reputation of Mooi Troues. At Mooi Troues we believe in equality and do not tolerate any discrimination of any kind included and not limited to race; gender; sex; pregnancy; marital status; family responsibility; ethnic or social origin; colour; sexual orientation; age; disability; religion; HIV status; conscience; belief; political opinion; culture; language; or birth. Should any client(s) discriminate or be rude towards any other client(s), readers and Mooi Troues staff or the Mooi Troues brand in general. The client(s) advertising agreement will immediately be cancelled, and the client(s) will be liable to pay for the outstanding subscription term in full.

7. REFUNDS POLICY:

7.1. The client(s) have a 7-day cooling-off period after the date the contractual agreement was signed.

7.2. No refunds will be given.

7.3. Refunds will only be done if there was a mistake caused by Debit Orders done by Mooi Troues.

8. CLIENT(S) ADVERTISEMENT ON MOOI TROUES

8.1. Mooi Troues cannot guarantee the outcome, statistics and or leads of the client(s) advertisement Mooi Troues.

8.2. It is the responsibility of the client(s) to keep their advertisement up to date.

mooi troues

- 8.3.** Mooi Troues will do one translation from English to Afrikaans the first time the client(s) advertisement is uploaded. Thereafter, Mooi Troues will be charged R 500 per 300 words translation.
- 8.4.** Mooi Troues cannot guarantee editorial approvals of editorial and social media content of client(s) submissions.
- 8.5.** Mooi Troues may be able to guarantee an earlier publication date on already approved content based on editorial publication availability.
- 8.6.** Client(s) can request changes to their profiles via e-mail to adverteer@mooitroues.co.za as per the advertising specifications of Mooi Troues. There will be a waiting period of 5 workdays before updates will reflect on the client(s) profile.

9. LIABILITY LIMITATION:

In the unlikely event of total technical failure, which might result in data loss, neither parties shall be liable for indirect or consequential losses.

10. DOMICULUM CITANDI ET EXECUTANDI:

The Parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the delivery of any complaint and/or alteration to original order), the addresses as recorded on the contract, read with the relevant info sheets. Either party may by way of notice to the other party change the physical address chosen as its domicilium citandi et executandi.

11. BREACH OF CONTRACT:

- 11.1.1.** The Client(s) agree and acknowledge that in the event of them breaching any condition contained in this document, or the Client(s) passing away or the Client's estate being placed under any order of provisional or final sequestration, provisional or final winding up, or provisional or final judicial management, or any similar provision of its country of origin, then the Photographer shall, without prejudice to any other remedies it may have in law, be entitled to summarily cancel this contract with the Client(s) without notice to the Client and to re-possess those materials already delivered to the Client(s); or to claim specific performance of all of the Client's obligations whether or not such obligations would otherwise have fallen due for performance, in either event without prejudice to the Photographer's right to claim damages.
- 11.1.2.** Furthermore, In the event of the Client(s) breaching any condition contained in this document, the Client(s) consents to the payment of all legal costs, including the payment of collection commission and tracing agent's fees, should Mooi Troues have to institute legal action against the Client(s), on the scale as between attorney and Client(s).
- 11.1.3.** In the event of any default on any of these terms and conditions, specifically relating to payment, the Client consents to judgment in terms of section 57 and section 58 of the Magistrates Court Act, to be obtained against him/her in order for Mooi Troues to collect any outstanding and due amount from the Client, which whole amount or outstanding balance will become due and payable immediately.