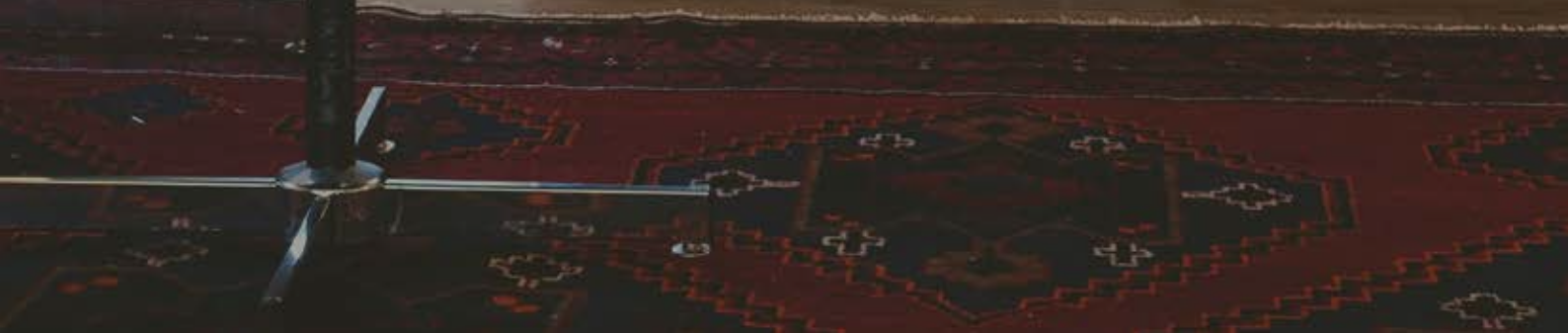




Gumtree

Gumtree for Business





GOODS INSERTION ORDER

PACKAGE PRICES, APPLICATION FORM AND FAQ'S

PLEASE TICK YOUR PREFERRED PACKAGE OPTIONS ON THE TABLE BELOW*:

	72 HOUR AUTO BUMP UP	48 HOUR AUTO BUMP UP	24 HOUR AUTO BUMP UP
25 Listings	<input type="checkbox"/> R 549	<input type="checkbox"/> R 729	<input type="checkbox"/> R 1 299 Includes 2 x 7 Day Top Ads
50 Listings	<input type="checkbox"/> R 1 299	<input type="checkbox"/> R 1 499	<input type="checkbox"/> R 1 799 Includes 4 x 7 Day Top Ads
100 Listings	<input type="checkbox"/> R 1 799	<input type="checkbox"/> R 2 399	<input type="checkbox"/> R 3 599 Includes 6 x 7 Day Top Ads
200 Listings	<input type="checkbox"/> R 3 599	<input type="checkbox"/> R 4 799	<input type="checkbox"/> R 7 199 Includes 8 x 7 Day Top Ads
1000 Listings**	<input type="checkbox"/> R 9 999	<input type="checkbox"/> R 12 999	<input type="checkbox"/> R 19 999 Includes 12 x 7 Day Top Ads

*Prices shown in the table above exclude VAT.

** Should you require more than 1000 listings, please contact us for a bespoke deal

PLEASE TICK THIS BOX TO CONFIRM IF YOU WOULD LIKE TO TAKE ADVANTAGE OF OUR SIGN-UP-FOR-12-MONTHS, PAY-FOR-11-SPECIAL (LEAVE BLANK IF YOU PREFER TO RESERVE RIGHT TO CANCEL WITHIN A CALENDAR MONTH'S NOTICE.)

GENERAL COMMENTS:

After selecting your package by ticking the option you prefer from the table above, please sign, scan and return to:

goods@protool-support.com

Once received we will create your account and send you your username and password. We will then be in touch to assist you with setup of your new ProTool account

APPLICATION FORM

ADVERTISER DETAILS

NAME DISPLAYED ON GUMTREE ADS	<input type="text"/>		
DATA SOURCE (IF APPLICABLE)	<input type="text"/>		
AVERAGE BRANCHES	<input type="text"/>	AVERAGE INVENTORY	<input type="text"/>
FULL ADDRESS	<input type="text"/>		
TELEPHONE	<input type="text"/>	FAX	<input type="text"/>
		WEBSITE	<input type="text"/>
VAT NUMBER	<input type="text"/>	BUSINESS REGISTRATION NUMBER	<input type="text"/>
<input type="text"/>			

CONTACT PERSON DETAILS

CONTACT NAME & SURNAME	<input type="text"/>	DESIGNATION	<input type="text"/>
EMAIL	<input type="text"/>	TELEPHONE	<input type="text"/>
CELLPHONE NUMBER	<input type="text"/>		

ACCOUNTS / FINANCE CONTACT DETAILS

CONTACT NAME & SURNAME	<input type="text"/>	DESIGNATION	<input type="text"/>
EMAIL	<input type="text"/>	TELEPHONE	<input type="text"/>
		CELLPHONE NUMBER	<input type="text"/>
ALT. EMAIL	<input type="text"/>	ALT. TELEPHONE	<input type="text"/>
NEWSLETTER EMAIL	<input type="text"/>		

This Insertion Order (including the attached Package Details) is governed by the attached terms and conditions, together with any written nondisclosure agreement previously executed by the parties. This Insertion Order is between Marktplaats B.V ("Company") and Advertiser. This Insertion Order must first be presented to Advertiser, and shall thereafter be binding upon both parties upon Advertiser's signature below, which demonstrates acceptance of the terms and conditions of the Insertion Order and the commercial offer given by Company. Company consents to electronic transmission (e-mail, fax or otherwise) as acceptable means to constitute a written acceptance of an authorized person for Advertiser. Please read the terms and conditions and sign in the appropriate signature box.

NAME TO APPEAR ON INVOICE (FULL CORPORATE NAME)	<input type="text"/>		
AUTHORISED SIGNATORY	<input type="text"/>	DESIGNATION	<input type="text"/>
NAME	<input type="text"/>	DATE	<input type="text"/>

I HAVE THE AUTHORITY TO BIND ADVERTISER.

FAQ'S

1. WHY IS PROTOOL BETTER THAN/DIFFERENT TO JUST USING REGULAR GUMTREE?

- » Access to several features that are cheaper than buying them on regular Gumtree
- » Ads through ProTool are not subject to Gumtree's 30 day take down policy. They will not expire and will only be deleted when you are ready to take them down
- » Uploading of multiple ads at once is possible using a simple Excel template in the tool rather than manually creating each ad one by one – massive time saver
- » Leads are identified by actual email address and phone number and name rather than buyer37628592621949@gumtree.co.za
- » Access to a dashboard with all your listings and leads in one place
- » Reports on ad performance
- » It saves time – allowing you to focus on your business!

2. HOW MANY ADS CAN I PUBLISH?

As many as you like, subject to your package selection. Importantly, subscriptions are strictly per branch. If you have more than one branch and would like to feature stock from each branch, you will require a subscription for each branch. Importantly centralized platforms/offices that operate nationally or across multiple territories will have to enquire about our bespoke package options.

3. CAN I LINK MY OWN WEBSITE TO MY ADS ON GUMTREE?

Yes you can. You can purchase a feature at R99 per listing to have a clickable URL for your own website on your listing. BUT, if you choose the 200 or 1000 listing package with 24 hour automated bump ups, we will add this feature to every one of your listings at no additional charge.

4. CAN YOU PULL MY PRODUCTS STRAIGHT FROM MY OWN WEBSITE INTO GUMTREE BY SOME KIND OF INTEGRATION?

Yes we can. These cases require some development on our side and this will require a minimum contract commitment of 6 months from you. It is technically possible and these are handled on a case-by-case basis. Please note that this may be subject to time delays.

5. HOW MANY PEOPLE ACTUALLY USE GUMTREE?

Gumtree has over 20 million views from over 6 million unique users every month and is the biggest classifieds website in the country by far.

6. WHAT ABOUT TECHNICAL SUPPORT?

If you need any assistance you can contact goods@protool-support.com and one of Gumtree's friendly assistants will be in touch to help you with your account and settings.

7. I ALREADY HAVE A LOT OF ADS RUNNING ON GUMTREE. DO I HAVE TO RECREATE THEM IN PROTOOL?

To get you started we can migrate all your ads on Gumtree across to your new ProTool account. You can simply send us a link to one of your ads and we will transfer them all across into your new ProTool account. Please enquire about backlogs and delays when signing up to avoid disappointment. This feature cannot be guaranteed.

FAQ'S

8. HOW LONG WILL IT TAKE TO SET UP MY ACCOUNT AND WHAT IS THE PROCESS?

Once we receive your signed order form we will create your account and then one of our on boarding team will be in touch to help you get set up. You will receive a welcome email with your username and changeable password and we'll be available in case you need any help getting started. Almost all accounts can be set up within 24 hours on business days.

9. HOW MUCH DOES IT COST?

A full range of package options is available with this order form. There is an option to sign up for 12 months and pay for 11. Simply tick the box provided for this option when completing the order form.

10. HOW DO I PAY?

Billing is month to month. No long term lock ins or contracts, unless the discounted 12 month option has been selected. If you sign up today, your first invoices will be in the first week of next month and will be pro-rata for the remainder of this month and next month in advance. From there it is monthly in advance. There is also an option for payment in advance by credit card on the website and more options including debit order and recurring credit card payments are coming soon.

11. WHAT HAPPENS IF I DON'T PAY ON TIME?

If you default on your payments we may choose to appoint a collection agent and/or law firm in order to recover the outstanding amounts you owe us. In such case we may also recover the fees of such collection from you.

12. WHAT IF I WANT TO CANCEL MY SUBSCRIPTION?

Billing is month-to-month. No long term lock ins or contracts, unless the 12 month option has been selected. So if after 1/3/6/12 months you are not realising the value you anticipated, simply send us an email to give 1 calendar month's notice to opt out.

13. IS IT ONLY ONE USER PER SUBSCRIPTION?

No. You can have multiple users per subscription and all can have their own login credentials. It is one subscription required per branch of your company but you may have multiple users per branch accessing and using the system simultaneously. However if you operate over multiple territories or nationally from a centralized location/system/platform, you will need to enquire about our bespoke package options.

If you need clarity on any of the FAQs listed above or need more information, please email us directly.



TERMS AND CONDITIONS

1. In accordance with and subject to these terms and conditions (the "Terms"), Advertiser will cause the Data (described above) to be transferred from Advertiser's Data Source (named above, as applicable) to Company for display at <http://www.gumtree.co.za/> (the "Gumtree Site"), including the associated mobile website and through any application or websites used to access the online classifieds operated by Company, in the form of classifieds listings (the "Listings"). The Listings shall only be listed on one (1) of the Gumtree Site's regional sites. Advertiser shall be assigned a unique agent_id.
2. Advertiser shall comply with the then-current terms of use, privacy policy and other site policies applicable to the Gumtree Site, which are hereby incorporated by reference (and are available on the Gumtree Site). Where Advertiser provides the Data through a Data Source, Advertiser may also be subject to (and is responsible for complying with) the Data Source's privacy policies and information security controls. Advertiser expressly acknowledges that Company may amend the terms of use, privacy policy and other site policies applicable to the Gumtree Site at any time. Advertiser acknowledges that Advertiser's failure to comply with the foregoing, or to pay Company in accordance with these Terms, may result in the suspension of Advertiser's user account(s). Without limitation to the foregoing, Advertiser acknowledges that Company reserves the unrestricted right to: (i) not display any of the Data it receives where such Data contains a technical malfunction or for any other reason as determined by Company; and (ii) cancel, suspend or discontinue display of any Listings which violates the then-current terms of use, privacy policy or other site policies applicable to the Gumtree Site.
3. Advertiser shall pay the monthly listing fees as set forth in the Package Details (Rate Per Month). The monthly fee shall only be charged as of the date the Listings are first on-boarded to the Gumtree Site (the "Start Date"), which may take up to twenty (20) days from the Effective Date (as defined in Section 8) (the "On-boarding Period"). The parties will cooperate and use commercially reasonable efforts to ensure that the Listings are on-boarded to the Gumtree Site by the end of the On-boarding Period. Company will however not be liable for any damages suffered or incurred by Advertiser from any failure or delay in on-boarding the Listings by the end of the On-boarding Period. Advertiser also hereby agrees to purchase the features package(s) set out in the Package Details, as applicable. For greater certainty, in the event that any available Live Ad Listings go empty (or purchased features go unused) in any given calendar month, because of the actions or inactions of Advertiser, the fees payable hereunder shall nonetheless remain payable in full (and unused Live Ad Listings or features shall not carry-forward to the ensuing month). The number of "available Live Ad Listings" is the number of Listings allowed on the Gumtree Site at any given time, based on the listing package set forth in the Package Details. Advertiser may, in addition to the features package(s) set out in the Package Details (if any), purchase additional features/upgrades directly through a tool on the Gumtree Site (the "Site Tool"), at the then-current prices for such features/upgrades on the Gumtree Site, only as and when such Site Tool becomes available on the Gumtree Site.
4. Subject to Section 3, Company will issue invoices to Advertiser in respect of each month (for the monthly listing fee and, as applicable, for the cost of any features package(s) and/or features/upgrades purchased directly through the Site Tool). Only the monthly listing fee shall be pro-rated in the event that the Listings are on-boarded, or the Insertion Order is terminated (in accordance with these Terms), during the course of the month. Advertiser agrees to pay Company's invoices within thirty (30) days of receipt. Advertiser will be responsible for payment of any applicable sales, use and other taxes (other than taxes based on Company's income). Any overdue amounts payable by Advertiser to Company will bear interest at a rate of 10.25 %, compounded daily, which will be calculated from date when amounts are due to the date of actual payment, both days inclusive. Advertiser authorizes Company to investigate Advertiser's credit and financial standing in the manner permitted under applicable law, and Advertiser consents to Company sharing Advertiser's credit card and related billing and payment information with companies who work on Company's behalf for the sole purpose of conducting such credit checks. If you default on your payments Company reserves the right to appoint a collection agent and/or law firm to recover such outstanding amounts from Advertiser. In such event, Company may also recover the recovery costs and/or legal fees incurred by Company.
5. Advertiser shall provide Company with (or otherwise hereby authorizes Company to prepare in the first instance, from information and marks available on Advertiser's public websites) one (1) banner/logo size as follows (collectively, the "Advertiser Marks"), to be displayed solely in connection with the applicable Listings on the Gumtree Site, and in such placements as determined by Company in its sole discretion: logo for image overlay. Subject to these Terms, Advertiser hereby grants to Company a non-exclusive, royalty-free, non-transferable and non-assignable license to use the Advertiser Marks as may be necessary to perform its obligations set forth herein. As between the parties, title to and ownership of the Advertiser Marks will remain with Advertiser, and any benefits accruing from use of such Advertiser Marks will automatically vest in Advertiser.
6. Advertiser hereby represents, warrants and covenants throughout the duration of the Insertion Order that: (i) it has all necessary corporate power, authority and capacity to execute, deliver and perform its obligations, and its entering into of the Insertion Order and/or its performance under the Insertion Order will not violate terms of any other agreement that it has with a third party; (ii) it will comply with any laws, regulations and directives applicable to it, including (without limitation) employment and labour laws and regulations; (iii) it is the owner of, or has permission to use and sublicense the use of, the Advertiser Marks; (iv) it has secured (including through the entering into of any necessary syndication agreement with the Data Source) all rights necessary to cause the transfer of the Data, and to cause related Listings to be listed on the Gumtree Site; (v) no intellectual property rights belonging to a third party will be infringed by Company exercising its rights and performing its obligations under the Insertion Order in relation to using the Data; and (vi) it will use commercially reasonable efforts to ensure that the Data is accurate in

SIGNATURE









TERMS AND CONDITIONS

- all material respects. Advertiser will indemnify and hold harmless Company, its affiliates and their respective officers, directors and employees against any and all claims, losses, liabilities, costs and expenses, which any of them may incur as a result of any third party actions arising from or relating to breach by Advertiser of any of the foregoing.
7. Company may re-format the Data to be presentable for display as Listings, and may otherwise decode the Data and make such changes thereto as may be necessary to conform and adapt the Data to the technical requirements of the Gumtree Site, connecting networks, devices, services or media; provided however that the Data shall not be edited or altered by Company in a manner that misleads or distorts the original content.
 8. The initial term of the Insertion Order shall commence on the date that Advertiser enters into the Insertion Order (the "Effective Date") and continue until the first anniversary of the Start Date, and (except in the case of time-limited products) shall thereafter automatically renew for successive monthly periods, unless either party terminates the Insertion Order early in accordance with these Terms.
 9. The Company reserves to terminate this Insertion Order at their discretion. The Advertiser may cancel this Insertion Order by providing 1 calendar month's advanced written notice to the Company, save for the event that the Advertiser has opted to select a 12 month contract option. In such an event, 1 calendar month's notice will still apply and the difference between the discounted amount and the applicable rate card rate per branch will be payable by the Advertiser. Either party may immediately terminate the Insertion Order in the event (i) of a breach of the Insertion Order by the other party if the party in breach fails to remedy same within 10 days of having been notified by the party alleging such failure; or (ii) that no Listings have been on-boarded to the Gumtree Site by the end of the On-boarding Period. In addition, Company may immediately terminate the Insertion Order if (i) any agreement it may have with the Data Source or 12 month contract period is terminated or expires; (ii) Advertiser commits any act or does anything that is or shall be an offense which brings or may bring Company into public disrepute, contempt, scandal, or ridicule, or which might reasonably tend to injure the reputation of Company; or (iii) Company has reasonable evidence to believe that Advertiser's credit is or becomes impaired. No termination of the Insertion Order shall affect the rights or obligations of either Advertiser or Company with respect to provisions hereof that, by their sense and context, are intended to survive such termination. Contracts are calendar month-to-month, except in the instance where a 12-month package was selected. Final cancellations will require the submission of a completed cancellation form that is sent to cancel@protool-support.com. Receipt of this form by The Company will trigger the calendar's months' notice period. The Advertiser may withdraw the cancellation during the notice period should they so wish.
 10. Except as otherwise set forth in the Insertion Order (including these Terms), each party will bear its own costs and expenses related to the Insertion Order.
 11. Advertiser acknowledges that the Gumtree Site is provided "As Is" and "When Available", and Company does not represent or warrant that the Gumtree Site will operate securely or without interruption.
 12. The execution of the Insertion Order has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made a part of the Insertion Order.
 13. Company may from time to time, as set forth in this Section, amend the Insertion Order (including, without limitation, these Terms and the applicable fees). Only the Gumtree Country Manager, Head of Gumtree Jobs, Goods & Property or a member of the Company legal department, on behalf of Company, shall notify Advertiser of any amended terms via email and, except where stated otherwise herein, all amended terms will be effective thirty (30) days after they are emailed to Advertiser (it being acknowledged and agreed that Company is not required to notify Advertiser of any amendment(s) to the terms of use, privacy policy or other site policies applicable to the Gumtree Site, and Section 2 will at all times apply to Advertiser). IF ANY AMENDMENT IS UNACCEPTABLE TO ADVERTISER, ADVERTISER'S ONLY RECOURSE IS TO TERMINATE THE INSERTION ORDER BY SENDING A TERMINATION NOTICE TO COMPANY PRIOR TO THE EFFECTIVE DATE OF THE AMENDMENT(S). ADVERTISER'S CONTINUED TRANSFER OF THE DATA TO COMPANY AFTER THE DATE ON WHICH AMENDMENTS BECOME EFFECTIVE WILL CONSTITUTE ADVERTISER'S ACCEPTANCE OF SUCH AMENDMENTS. FOR GREATER CERTAINTY, EXCEPT AS EXPRESSLY SET OUT IN THIS SECTION, THE INSERTION ORDER MAY NOT BE MODIFIED BY ANY SALES REPRESENTATIVE, AGENT, EMPLOYEE OR CONTRACTOR OF COMPANY, OR THROUGH COURSE OF DEALING OR OTHERWISE.
 14. Company may, at any time and at its option, assign or transfer the Insertion Order to any of its affiliates, or sub-contract to an affiliate any or all of its obligations under the Insertion Order, without prior consent from Advertiser.
 15. These Terms shall be construed and interpreted in accordance with the laws of the Republic of South Africa. Each of the parties hereby irrevocably agrees to the exclusive jurisdiction of the courts of the Republic South Africa with respect to any matters arising out of the Insertion Order.
 16. Advertiser will not, without Company's prior written consent, make any press release or general public announcement with respect to the nature and terms of the Insertion Order.
 17. Should Advertisers opt for the unlimited package, Gumtree reserves the right, at its sole discretion, to cap the number of listings that the client may publish at any given time.

SIGNATURE

ADDITIONAL FEATURES ON PROTOOL

Get your ad noticed.
Promoted ads on Gumtree sell 5x faster.

Bump Up  LEARN MORE [?] Help people find your ad, move to the top of page one!	Urgent Ad  LEARN MORE [?] Need quick replies? Show others you want to sell fast.	Highlight Ad  LEARN MORE [?] Get maximum attention and more replies.
Top Ad  LEARN MORE [?] Feature your ad in rotation on top of Category Pages.	Homepage Gallery  LEARN MORE [?] Show your ad to millions of people on the Homepage!	Category Gallery  LEARN MORE [?] Show your ad to millions of people on the Search Page!

- | | |
|---------------------------------------|-------------|
| ▶ Bump Up | R9 |
| ▶ Highlight Ad - 7 Day | R19 |
| ▶ Urgent Ad - 7 Day | R43 |
| ▶ URL Link per Ad | R89 |
| ▶ Top Ad - 7 Day | R109 |
| ▶ Search Page Gallery - 7 Day | R229 |
| ▶ Home Page Gallery - 7 Day | R229 |
| ▶ Top Ad - 15 Day | R259 |
| ▶ Top Ad - 31 Day | R299 |
| ▶ Home Page Gallery - 31 Day | R599 |
| ▶ Search Page Gallery - 31 Day | R599 |

Prices above are excluding VAT