

A close-up, high-angle shot of a car's headlight. The headlight is rectangular with a red-tinted lens on the left and a clear lens on the right. The clear lens shows a complex internal structure with multiple lenses and a central circular element. The car's body is white, and the background is dark and out of focus.

 Gumtree

 Auto



AUTOS INSERTION ORDER

BDM NAME

ADVERTISERS DETAILS

GAIT NAME: (NAME DISPLAYED ON GUMTREE ADS)

DATA SOURCE (IF APPLICABLE)

NUMBER OF BRANCHES (IF APPLICABLE)

AVERAGE STOCK

FULL PHYSICAL ADDRESS

POSTAL CODE:

LEAD TEL NR

LEAD EMAIL

WEBSITE

BUSINESS REGISTRATION NUMBER

VAT NUMBER

EXISTING ACTIVE ACCOUNT YES NO

THE DATA (CHECK ALL APPLICABLE CATEGORIES):

CARS & BAKKIES

MOTORCYCLES & SCOOTERS

CARAVANS & TRAILERS

HEAVY TRUCKS & BUSSES

FARM VEHICLES & EQUIPMENT

MACHINERY

NEAREST CITY/TOWN

LINK EXISTING GUMTREE USER TO NEW ACCOUNT (ORIGINAL SIGN UP DATE WILL THEN BE DISPLAYED ON GUMTREE)

NO YES - IF YES, PLEASE SUPPLY EXISTING USER EMAIL ADDRESS

PRIMARY CONTACT DETAILS (ADMINISTRATION)

CONTACT NAME & SURNAME

DESIGNATION

CELLPHONE

TELEPHONE

EMAIL



AUTOS INSERTION ORDER

ACCOUNTS/FINANCE CONTACT DETAILS

CONTACT NAME & SURNAME	<input type="text"/>	DESIGNATION	<input type="text"/>
CELLPHONE	<input type="text"/>	TELEPHONE	<input type="text"/>
EMAIL	<input type="text"/>		
ALTERNATIVE EMAIL	<input type="text"/>	ALTERNATIVE TELEPHONE	<input type="text"/>
NEWSLETTER EMAIL	<input type="text"/>	OPT IN	<input type="checkbox"/> YES <input type="checkbox"/> NO

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.

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

I HAVE THE AUTHORITY TO BIND ADVERTISER. YES NO



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 dealer_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 20 days from the Effective Date (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 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 vehicle dealer 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

SIGNATURE



TERMS AND CONDITIONS

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 (vii) it will use commercially reasonable efforts to ensure that the Data is accurate in 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 the right to terminate the Insertion Order at their discretion. The Company may terminate the Insertion Order by providing one calendar month's advanced notice to the the Company. 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 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. Final cancellations will require the submission of a completed cancellation form that is sent to cancelgait@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 Autos 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 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



AUTOS INSERTION ORDER

GAIT PACKAGES (EX VAT)

AD PACKAGE	COST (EX VAT)

GENERAL COMMENTS

ADDITIONAL GAIT ADMINISTRATORS

NAME AND SURNAME	TELEPHONE	EMAIL

ADDITIONAL LEAD EMAILS

SIGNATURE