



PO BOX 2650, Parys, 9585. South Africa | E-mail: info@yellowfish.co.za
19 Middel Street, Parys, South Africa, 9585

Advertising Agreement

This agreement constitutes the whole agreement between

Yellowfish South Africa (Pty) Ltd
(trading as www.yellowfish.co.za)

Registration number: 2017/331159/07

Herein after referred to as the "Publisher"

And

Name: _____

Surname: _____

Company: _____

Position Held: _____

Company Registration: _____

Tel.: _____

E-mail: _____

Physical Address: _____

hereinafter referred to as the "Advertiser"

By signing this agreement the Advertiser wishes to advertise on www.yellowfish.co.za, its sub-pages / domains or it's Social Media Pages as per the Advertising options described in Annexure A. The Advertiser also agrees to adhere to all the terms contained in this agreement, as well as our Code of Conduct and Privacy Policy set out in this document.

The Publisher is prepared to accept and publish said advertisement(s) subject to the terms and conditions of this agreement.

The Advertiser agrees to the following:

Content

Unless agreed to in writing to the contrary, all artwork made up by the Publisher remains the sole property of the Publisher.

All advertisements/listings/posts/classifieds are copied and produced by the Publisher on the underlying understanding that the advertiser and/or advertising agency is properly authorized to use / replicate and display part or the entire content, brands and logo's. It is understood that the advertiser and/or agency will indemnify any loss, expense or any other liability arising out of publication of such advertisement.

The Advertiser acknowledges that he/she/they are familiar with the requirements pertaining to content specifications as per Annexure an attached to this agreement. The Publishers accept no liability for any incorrectness of information / artwork or design. All photo's / images / content must be supplied electronically and as per specification by the publisher. The Publisher further cannot be held responsible for the quality of reproductions when specifications are not adhered. If the Advertiser's content does not meet our standards, it will not be published. All content must be supplied for quality control and preparation fourteen (14) working days before the start of the agreement. If this is not met the Advertiser will not hold the Publisher accountable for any financial or other loss due to the non-performance by the Publisher. The Publisher holds the right to exercise any other right or remedy available to it in terms of this agreement.

In the event of this agreement stipulating the placement of more than one advertisement, and the advertiser for any reason whatsoever fails to deliver content/information/photo's/images on the dates agreed, the Publisher will be entitled to publish existing content/information/photo's/images and/or any other material in its possession in its sole discretion, in which event the advertiser will still be liable for full payment of said advertisement.

The Advertiser agrees to sign off on all advertisements/listings/posts/classifieds if posted by the Publisher. E-mail confirmations are binding in this agreement. If no material or artwork is provided by the specified date, the Advertiser will lose all monies paid to the Publisher and forfeit any space reserved.

The Publisher reserves the right to charge additional fees to alter and/or change Advertiser's content/information/photo's/images to conform to the Publisher's specifications.

The Advertiser warrants that the use, in or in connection with any item, person, or persons used in or in connection with any item of advertising specified in this Agreement, including the use of any picture, picture reproduction, any endorsement, trade mark or trade name is duly authorized and the Advertiser agrees to hold the Publisher harmless from any and all claims in any manner resulting from use of such in advertising.

Positioning of content/information/photo's/images

Specific positioning of content/information/photo's/images cannot be guaranteed. Positioning agreements, even when acknowledged in writing by the Publisher, are subject to the principle of first come, first serve. Positions are finalized after payment/s reflects on our bank statement.

Payment

Payment/s made in terms of this agreement by the Advertiser, must be done via EFT (Electronic Fund Transfer). No cash deposits are allowed and if done a 5% admin fee will be levied on the deposited amount in terms of this agreement. Publishing of content/information/photo's/images will be postponed until the additional fees are paid. Full payment are to be made for the invoice/s amount to finalize the publishing of the content/information/photo's/images. All payments must reflect on the Publishers Bank Statement fourteen (14) day prior to publishing.

If the Advertiser agrees to one or more of our Specials, the full amount is payable in advance. No refunds will be entertained by the Publisher on specials.

Cancellations

Cancellations are subject to a 15 % loss of monies already paid toward said advertising. Excluding special offerings, where no refunds will be applicable.

In the event of this agreement providing for the publishing of more than one advertisement, the advertiser will be liable for full payment of all advertisements booked, irrespective of whether material was supplied or not and the Publisher will be entitled to act in terms of its rights as stipulated in clause 11 supra. In the event of the advertiser refusing and/or failing to honor all its obligations with regard to the number of advertisements booked in terms of this agreement, the advertiser will still be liable for full payment of all advertisements booked, whether or not the advertiser purported to cancel this agreement. The Publisher may, in its sole discretion and without prejudice to any of its rights in terms of this agreement, elect to accept the purported cancellation, in which event, all discount offered to the advertiser in terms of this agreement, together with a 15% cancellation fee in regard of each advertisement, will be due and payable by the advertiser within 7 days of being informed of the total amount due. Failure by the advertiser to pay said amount within said date will result in the Publisher withdrawing the offer, in which event the full amount as determined by this agreement will be payable together with such other rights and remedies afforded to the publisher in terms of this agreement.

General

The Publisher reserves the right to decline, reject or cancel any content/information/photo's/images, before or after published closing date, including any prepaid, paid and/or unpaid content/information/photo's/images. The Advertiser agrees to indemnify and hold the Publisher, its employees, officers, agents, and business affiliations harmless from any and all liability, loss and expense of any nature whatsoever incurred as a result of publishing said content/information/photo's/images. That indemnity includes, but is not limited to. Lawsuits for libel, invasion of privacy, plagiarism, copyright infringement, unauthorized use of a person's name or photograph, or any other claim or suit.

No conditions, printed or otherwise, appearing on the contract order or copy instruction, which conflict with the Publisher's policies, will be binding on the Publisher, unless specifically agreed to in writing by the Publisher.

Although the Publisher will make every effort to publish your content/information/photo's/images by the agreed date, the Publisher shall not be held liable, and the Advertiser agrees to waive its rights to hold the Publisher liable for failure.

The Advertiser agrees that under no circumstance whatsoever, will the Publisher, it's agents, managers or representatives be accountable to the Advertiser for any claim, loss of advertising, loss of business; due to the non-publishing of any content/information/photo's/images, that would exceed the amount paid by the Advertiser in terms of this agreement. Uptime of the website cannot be guaranteed, due to reliance on 3de party service suppliers and therefor the Advertiser indemnifies the Publisher and will not claim any loss of information or income from the Publisher.

The Advertiser warrants that he is the duly authorized and appointed agent for, or representative of. The product or service or place of business or business to be advertised under this Agreement and agrees to hold the Publisher harmless from any and all claims in any manner resulting from said advertising. All communication must be made from an official e-mail address owned by the Advertiser.

By executing this Agreement, the Advertiser admits having read all of the foregoing and neither the Publisher nor the Advertiser shall be bound by any agreement or understanding other than constituted in this agreement. All amendments or variations to this agreement must be done in writing and signed by both parties, and that the Advertiser understands and agrees to all of the terms and conditions contained in this Agreement.

The Advertiser understands and acknowledges that no employees or agents of the Publisher have the authority to change any of the terms, conditions, and/or general policies.

The advertiser shall be responsible for all expenses that the publisher may incur arising out of the advertisers default. These will include the cost of tracing the advertiser, collection commission and legal costs on an attorney and client scale.

The Parties confirm that their physical addresses as stipulated in this agreement are their chosen *domicilium citandi et excutandi* for the purposes of serving legal processes.

I _____ (Full Name and Surname) _____, ID number _____

, agree to the above Terms and Conditions.

Signed at _____ on _____ (Day) of _____ (Month), 20 _____

On behalf of Advertiser

on behalf of Yellowfish South Africa (PTY Ltd)

Annexure A – Packages

Launch Specials (Excludes Panel Ads on Home Page)

| | | | |
|--------------------------|-----------------------------------|---|------------|
| <input type="checkbox"/> | 3 Months with FREE Side Panel Ad | - | R 2985.00 |
| <input type="checkbox"/> | 6 Months with FREE Side Panel Ad | - | R 5970.00 |
| <input type="checkbox"/> | 12 Months with FREE Side Panel Ad | - | R 11940.00 |

Standing Specials

Reviewed Listings

| | | | |
|--------------------------|--------------------------|---|-----------|
| <input type="checkbox"/> | 3 Months (10% Discount) | - | R 2680.00 |
| <input type="checkbox"/> | 6 Months (15% Discount) | - | R 5070.00 |
| <input type="checkbox"/> | 12 Months (20% Discount) | - | R 9550.00 |

Home Page – Sliding Banner Ad

| | | | |
|--------------------------|--------------------------|---|------------|
| <input type="checkbox"/> | 3 Months (10% Discount) | - | R 5380.00 |
| <input type="checkbox"/> | 6 Months (15% Discount) | - | R 10170.00 |
| <input type="checkbox"/> | 12 Months (20% Discount) | - | R 19150.00 |

Home Page – Panel Ad

| | | | | | |
|--------------------------|--------------------------|---|-----------|-------------------------------|--------------------------------|
| <input type="checkbox"/> | 3 Months (10% Discount) | - | R 2680.00 | <input type="checkbox"/> Left | <input type="checkbox"/> Right |
| <input type="checkbox"/> | 6 Months (15% Discount) | - | R 5070.00 | <input type="checkbox"/> Left | <input type="checkbox"/> Right |
| <input type="checkbox"/> | 12 Months (20% Discount) | - | R 9550.00 | <input type="checkbox"/> Left | <input type="checkbox"/> Right |

Normal Page – Sliding Banner Ad

| | | | |
|--------------------------|--------------------------|---|-----------|
| <input type="checkbox"/> | 3 Months (10% Discount) | - | R 2680.00 |
| <input type="checkbox"/> | 6 Months (15% Discount) | - | R 5070.00 |
| <input type="checkbox"/> | 12 Months (20% Discount) | - | R 9550.00 |

Normal Page – Panel Ad

| | | | | | |
|--------------------------|--------------------------|---|-----------|-------------------------------|--------------------------------|
| <input type="checkbox"/> | 3 Months (10% Discount) | - | R 2140.00 | <input type="checkbox"/> Left | <input type="checkbox"/> Right |
| <input type="checkbox"/> | 6 Months (15% Discount) | - | R 4050.00 | <input type="checkbox"/> Left | <input type="checkbox"/> Right |
| <input type="checkbox"/> | 12 Months (20% Discount) | - | R 7630.00 | <input type="checkbox"/> Left | <input type="checkbox"/> Right |

Month to Month

| | | | | | |
|--------------------------|------------------------------|---|-----------|-------------------------------|--------------------------------|
| <input type="checkbox"/> | Basic Listing | - | R 295.00 | | |
| <input type="checkbox"/> | Reviewed Listing | - | R 995.00 | | |
| <input type="checkbox"/> | Sliding Banner (Home Page) | - | R 1995.00 | | |
| <input type="checkbox"/> | Sliding Banner (Normal Page) | - | R 995.00 | | |
| <input type="checkbox"/> | Panel Ad (Home Page) | - | R 1595.00 | <input type="checkbox"/> Left | <input type="checkbox"/> Right |
| <input type="checkbox"/> | Panel Ad (Normal Page) | - | R 795.00 | <input type="checkbox"/> Left | <input type="checkbox"/> Right |

****NB** Page placements will only be confirmed after payment **NB****

E-mail completed and signed agreement to:
info@yellowfish.co.za