



Terms and Conditions

One Stop Trade General Terms

1. How does our agreement with you work?

At One Stop Trade, we want to make it as easy as possible for you to do business with us. That's why we want to take some time upfront to tell you about the building blocks that make up our agreement with you. Please make sure you read each of them carefully, as they apply when you use or receive our products and services.

Your sales order

Each time you want to purchase a product or service from us, you will receive a sales order from One Stop Trade either by talking with our friendly One Stop Trade sales consultants who will work with you to make sure that it details important matters such as the type of product, service or advertisement you are purchasing, where your advertisement will appear, and the charges for those, or by selecting and confirming the products and services you want to purchase through our self service purchase process. Once you have approved your sales order, it becomes part of our agreement with you.

Our advertising policy

In addition to your sales order and these terms of business, our advertising policy applies when you or your design agency provide, use, or make available any content for use in your advertisement. You can find our advertising policy on our website.

Our web and mobile terms of use

Finally, our web and mobile terms of use apply when you use or interact with our One Stop Trade platform through our website or mobile phone applications. These are also available on our website.

Our digital products and services

This section applies where you are purchasing digital products and services from us.

There are several different types of digital products, advertisement and services:

- One Stop Starter pack
- One Stop Business Pack
- One Stop Display Pack
- One Stop premium Pack
- Search Engine Optimisation
- Google Ads
- Google Display Advertising
- Google Display Remarketing
- Google Ads for Video
- Call Tracking
- One Stop Trade Display Advertising
- Social
- Facebook Advertising
- Logo creation

We may make other additional products and services available from time-to-time. All products and services will be described on our website.

Your obligations in respect of these products and services are set out in these terms of business and include any additional terms applicable to that product or service. They can be found on our website.

Your sales order will set out the type of product or service that you are buying.

One Stop Trade Business Page customers

When signing up for a One Stop Trade for Business page, you will be responsible for creating your own content and assets after the initial page set up by our Digital Product Experts.

Changes to your page content

We may review any changes you make to your advertisement before those changes go live on One Stop Trade We can refuse to accept any of your proposed changes at our discretion.

2. Charges and payment

This section gives an overview of our payment options and describes your obligations around making payment.

Payment for our products and services

Your obligation to pay begins with your acceptance of the sales order. The required method of payment or any payment options available, and the charges for the products and services will be set out in your sales order. If a product or service uses an up-front payment model, you will be charged the entire amount for that product or service in advance. If a product or service uses a subscription

payment model, you will be charged in regular instalments for that product or service. Instalments are usually monthly, but sometimes other periods are available (this will be set out in the sales order). Subscriptions are payable for each period in advance. One Stop Trade reserves the right to require payment in full in advance from customers who do not meet our credit criteria, prior to providing any products or services. We will send you regular invoices that will detail the upcoming subscription payments for your chosen products and services.

If you are a qualifying business customer, you must pay for our **products and services** either:

- in full in advance (before the advised deadline) or
- by consecutive monthly subscription payments by recurring credit card, debit card or direct debit payment.

You can pay for our **digital products and services** either upfront when invoiced, or you may choose to set up a recurring credit card, debit card or direct debit payment, which can be done via the payment section of our website or by calling us to set up a payment over the phone. In all cases, we will complete your request using our secure online payment providers.

We may change our charges for our products and services from time to time, unless we have agreed in our sales order to charge you a fixed price for a defined period of time.

Where we have agreed in our sales order to charge you a fixed price for a defined period of time, once that period expires you will be charged at our then current monthly subscription fee.

Pricing changes will be notified to you using the registration details you provided to us, or through the self service section of our website.

Consequences of missed or late payment

Our invoices will tell you the due date for payment. If you do not pay our charges by the due date for payment, we will notify you that the payment is outstanding.

Where a recurring credit or debit card or direct debit payment has failed for any reason (e.g. because your credit limit is exceeded or your card has expired), the following month we will try and collect the outstanding payment.

Where a payment has not been received by the due date for payment, we may (at our sole discretion):

- cancel or suspend the provision of any of our products or services to you;
- remove your One Stop Trade business page or downgrade your page to a free listing showing only your business contact details;
- require you to pay overdue interest at 2% per annum above the 90 day bank bill rate, from the due date
- for payment until the date on which we receive payment Where a payment is more than 30 days
- overdue, we may also require you to pay any additional costs we incur in trying to recover your payment,

Receipt of invoices electronically

By approving our sales order via email you agree to receive our invoices, payment confirmations and other correspondence by email to your nominated email address.

3. How can our agreement with you come to an end?

This section describes how long our agreement with you lasts for and how either of us can bring this agreement to an end.

Duration of our agreement with you

Our agreement with you will continue until terminated by either of us, as provided for in these terms of business.

Even though this agreement may have been terminated by either of us, those rights and responsibilities which are intended to continue after this agreement ends won't be affected by that termination. These include sections 7, 8, 9, 10 and 11 of these terms of business.

Terminating this agreement

By you:

You can terminate this agreement if we breach a material term of this agreement and we don't fix that breach within 10 working days after we get a written notice from you identifying the breach and asking us to fix it.

Automatic renewal of products and services

- Once a product or service's minimum term has expired, we will automatically continue to provide you with the product or service, unless you cancel or terminate that product or service by advising us of your intention to terminate prior to expiry of the minimum term. This renewal will be on the basis of the original term.
- If you no longer want to receive one or more of our products and services that is not subject to a minimum term, you need to write to us and let us know, and we will then remove your advertisement from our digital products as soon as reasonably possible after we get your termination notice and have verified that it is genuine. You won't be entitled to a refund of any charges you have paid in advance for our digital products and services.

Some of our products and services are provided once-only.

Automatic rollover on expiry of any trial, discounted or free product period

You will be contacted at the end of any trial, discounted or free product period and advised to contact One Stop Trade at least 10 working days before the end of the period if you do not wish to continue to use the relevant product or service. Unless we hear from you we will automatically continue to provide you with the relevant product or service and transition you to our standard terms and conditions and pricing which will apply to your use of the relevant product or service on expiry of the trial, discounted or free access period. If you choose to terminate at the end of the period, then we may also terminate any trial, discounted or free access you have to any other related digital product or service (including free access you have to the One Stop Trade business page). You need to be

aware that once your trial, discounted or free access period has expired a minimum period will apply for a number of the products and services, including each One Stop Trade business page.

Verifying termination notices

In order to protect your business from unscrupulous third parties, we need to make sure that your notice to terminate for convenience genuinely comes from you (and not someone pretending to be you!). This means that we won't be able to accept your notice to terminate and to action it by removing your advertisement until we have carried out our verification checks, and you have confirmed the validity of your termination for convenience back to us through that process.

Where you are only terminating part of a sales order, we will send you an amended sales order for your approval.

Termination by us:

We may terminate our agreement with you in full or in part at any time by contacting you in writing if you breach this agreement, if we receive a complaint or series of complaints about you, or if we deem your behaviour, your advertisement or any content that you have provided to be unacceptable. If we terminate our agreement with you in full or in part for any of these reasons then we will not provide you with a refund of any charges that you have paid to us in advance and you must pay any outstanding amounts due under this agreement.

As set out in section 5, we will have to cancel your sales order if the One Stop Trade display advertisement spot that you have selected is no longer available at the time you approve your sales order for that spot.

On termination for whatever reason, any permission we have given you to use our material ceases immediately and you must, at our option, either return or destroy all products and services owned by us and any related material and content.

4. Ownership

This section sets out who owns what in relation to our products and services and your advertisement.

Your One Stop Trade business page:

You will continue to own (or will continue to have the right to use) any content that you or your design agency provide to us for use in your One Stop Trade business page. However, you need to be aware that even if your business page contains content that you or your design agency have supplied, we own the overall compiled and templated form of your business page as it appears in our One Stop Trade platform. This means that you need to ask our permission if you want to reproduce or use your advertisement anywhere outside of our products.

What we own:

We also own, or are licensed to use, all rights including copyright in:

- our products, services and our website,
- our production specifications,

- our trade marks, brand names, badges, icons, logos and domain names,
- the images in our image library
- data that we collect or that is generated through or in relation to our products and services and website, and
- all content published, contained, posted or uploaded in or on our products and website including comments made in response to your One Stop Trade business page (except for content that you have provided, used, or made available for use in your page, or content that is identified as belonging to another party). As copyright owners, we get to decide who gets to use that content and the kinds of use they can make of it.

Except for content that we allow to be shared for specific purposes through Facebook, Twitter, Google+, or other social media, you must not use any of our property without our permission.

5. What are we liable for?

This section sets out our liability to you.

Our products and services are provided to you on an “as is” and “as available” basis.

We do not guarantee that our products and services will be uninterrupted, timely, secure or error free, or that any information or content provided in any of our products is error free or reliable.

To the greatest extent permitted by law, we exclude all guarantees, representations, terms and warranties not specifically included in these terms of business.

You are solely responsible for:

- the content of your One Stop Trade business page in whatever form (including, in the case of our digital products, for any content that we use on your business or community page that you have made available to us or that we have pulled from your website or other publicly available sources);
- hyperlinks to your own or other’s websites in your business or community page;
- ensuring that your business contact details are correct as shown on your page.

The placement of advertisements in our products does not mean that we endorse or recommend any of the advertised products or services, including your products or services.

We are not your agent or the agent of any person who uses our products or services. We have no involvement or responsibility in any dealing or transaction that arises between you and any user of our products or services. You must deal with any user of our products or services directly to complete any transactions or to resolve any issues arising from them.

You agree you are acquiring our products and services for the purposes of a business and that accordingly the provisions of the Consumer Guarantees Act 1993 do not apply.

To the greatest extent permitted by law, we exclude any liability of any kind to you or anyone claiming through you for loss of profit, loss of revenue, loss of business or missed opportunity, loss of data, wasted expenditure or lost savings, or any indirect, special or consequential loss, arising from or in connection with your use of our products or services or otherwise in connection with our agreement with you.

If we are found to be liable under these terms or otherwise at law, our liability to you or anyone claiming through you in respect of any event or series of connected events is limited to the total amount paid by you to us for any of our products or services in the 6 months immediately prior to the date of your claim.

6. Privacy

You consent to us collecting, using and holding information about you for our business purposes, including providing our products and services and:

- contacting you about products and services that may be of interest to you; and
- contacting you to get your feedback about our products and services; and
- notifying you of your points balance or tier status and otherwise communicating with you as a member of the business recognition scheme, by electronic direct message through our website, by email or using other contact details including mobile phone text SMS

If you do not wish to receive future emails click on the UNSUBSCRIBE link in the email received or go to your 'preferences' page (accessed from your member's dashboard area). From this page you'll also be able to manage any other email subscriptions you have.

If you do not wish to receive future text SMS messages, please contact us and we will honour your request to unsubscribe within 5 working days.

We do not collect or hold any credit card information. Once a recurring payment is defined, the credit card data is stored securely by our payment service provider, DPS, and payment will be automatically triggered on every payment date with the designated amount.

You consent to us collecting, using and holding general credit information about you and to any third party in connection with credit management and control purposes. You understand that we may credit check you and you agree that we may collect information from any person who can provide us with information relevant to these purposes.

Where we collect personal information from you we will only use that information for the purpose for which it was collected. You can access or request correction of any personal information that we hold about you by writing to PO Box 7707, Wellesley Street, Auckland 1141.

Where you disclose information to us about your business including your customers and your marketing activities (other than information that is in the public domain), we will treat this information as your confidential information.

7. What else do you need to know – general legal things

Any notice from you to us must be in writing, signed by you or your authorised representative and sent to the following address:

One Stop Trade Limited
Level 6,10 Scotia Place
Auckland
1010

Attention: General Manager

We may transfer or subcontract to a third party any of our rights and/or responsibilities under our agreement with you.

We will not be liable to you for any delay or failure to provide our products or services or any other delay or failure in meeting our obligations under our agreement with you to the extent that the delay or failure is caused by an event outside of our reasonable control.

If we fail to exercise or delay exercising any right we have under our agreement with you, that failure or delay will not constitute a waiver of that right and will not prevent us exercising that right in the future.

If any of these terms is held to be invalid, unenforceable or illegal for any reason, the remaining terms will continue in full force and effect.

Our agreement with you is governed by New Zealand law. You agree to submit to the non-exclusive jurisdiction of the New Zealand courts

8. A guide to the special words we have used in these terms of business

advertising policy means our policy, as updated from time to time, setting out the requirements that our business customers must comply with when supplying content for use on their One Stop Trade business page. Our advertising policy can be found on our website

advised deadline means the date by which One Stop Trade requires you to approve your sales order, as set out in your sales order

agreement means this agreement comprising your sales order(s) and these terms of business, **our agreement with you** has the same meaning

content approval deadline means the date by which your ad approver must approve your One Stop Trade Business or community page

content approver means the person in your business or organisation that is responsible for working with us to develop and approve your One Stop Trade Business or community page

consumer means a user of our One Stop Trade platform, website and mobile applications

content means any information, claims, statements, photographs, images, video, text, data, trade marks, brands or logos

One Stop Trade **business page** means a web page on our One Stop Trade platform to advertise a business or organisation's products and services

One Stop Trade **platform** means our online local information service for connecting consumers with local businesses, events and services, which can be accessed through our website or mobile phone applications and through social media such as Facebook and Twitter

One Stop Trade **display advertising** means display ads (depending upon the option you choose including Text Ads, Tile Ads, Feature Ads and Category Sponsorship and other offerings as may become available on www.onestoptrade.co.nz)

production specifications means our templates for the production of business and community pages in our products

products means our digital products, and the specific details of the products that you are purchasing from us are set out in your sales order

sales order means our written sales order to you, detailing important information (including our charges) about your advertisement and the specific products and services that you are purchasing from us

self service purchase process means the self service part of our website where you can self-purchase and administer your own products and services, view invoices and statements, and view your business dashboard showing the metrics that relate to your business page and presence on One Stop Trade

services means the services that we provide or arrange to be provided for you in relation to our products

top rated business means a business with a high ranking in one or more categories on One Stop Trade as determined by the search function of our platform;

we/our/us means One Stop Trade Limited and our successors or assigns

website means our website www.OneStopTrade.co.nz

web and mobile terms of use means our web and mobile terms of use which are available on our website

working day means any day of the week other than a Saturday or Sunday or public holiday

you/your means you, the business or organisation named in our sales order that is receiving products and services from us under this agreement.

IMPORTANT NOTICE FOR SOLE TRADERS AND OTHER ORGANISATIONS WHO ARE NOT BODY CORPORATES

NOTICE TO CUSTOMER: RIGHT OF CANCELLATION

In circumstances where the Door to Door Sales Act applies to your transaction with One Stop Trade (you'll need to check the provisions of the Act to determine whether it does apply or not and for it to apply you must not be a body corporate making a purchase) you have for a short time a legal right to cancel this Agreement.

You can do this by completing and giving to One Stop Trade, before the end of the period of 7 days beginning with the day after the day on which you signed the agreement, the notice of cancellation handed to you on that day. You can give the notice by posting it in a prepaid letter, or by delivering it, to the above-named vendor at the address shown in this statement.

If you cancel this agreement any money you have already paid must be refunded to you. If you have given any goods in part exchange (trade-in) these goods, or their value, must also be returned to you. If you have received the goods purchased by you, you need take no action to return them but can wait for them to be collected. You need not hand them over unless you have received a request to do so and have had your money and goods (trade-in) returned to you.

NOTICE OF CANCELLATION

A notice of cancellation must be given in this form.

To One Stop Trade Limited, Level 6, 10 Scotia Place, Auckland 1010

I hereby cancel the agreement made by me on [date] to purchase or hire or be provided with [concise description of the goods or services] and require you to repay all money paid by me under or with respect to the agreement and to return to me all goods given to you by me pursuant to the agreement.

Date:

Signature:

Address:

Note: This notice may be given by posting it in a prepaid letter, or by delivering it personally, to the vendor at the address shown on the agreement before the end of the period of 7 days beginning with the day after the day on which you signed the agreement. If you post this notice you are recommended to send it by registered mail so that you obtain proof of the giving of the notice.