

# Terms & Conditions of Advertising

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## ***Introduction***

These Terms and Conditions apply to all Advertisements submitted to and accepted by the Publisher for publication in the Australian Over 50s Living & Lifestyle Guide (AOF). These Terms and Conditions form a legally binding contract between the Parties (“Agreement”). An Advertisement submitted to the Publisher shall not be deemed accepted until confirmed in writing by the Publisher or until the advertising campaign commences and the first Advertisement appears in the AOF. By submitting an Advertisement, the Customer agrees to be bound by these Terms and Conditions as principal, even if acting as an agent or buyer for the actual advertiser. The Customer’s standard Terms and Conditions of Purchase or other standard Terms and Conditions do not apply.

## ***Definitions***

- **“Publisher”** means Maple Publishing Pty Ltd (ABN: 51676510839)
- **“AOF”** means Australian Over 50s Living & Lifestyle Guide, published by Maple Publishing Pty Ltd
- **“Advertisement”** means an advertisement or article published, reproduced, or inserted in AOF under an Advertisement Order
- **“Advertisement Order”** means any order submitted to AOF for the publication, reproduction, or insertion of Material in AOF
- **“Customer”** means the person who submits the Advertisement Order, even if acting as agent or buyer for the actual advertiser or third party
- **“Material”** means any advertising material/copy, artwork, photographs, or other material provided or to be provided by the Customer in connection with the Advertisement Order
- **“Rate Card”** means the rate card of AOF in effect from time to time, which AOF may amend at its sole discretion.

## ***Warranties and Indemnity***

**1.1** The Customer warrants and represents to AOF that: (a) All information and Material supplied to the Publisher is true, accurate, and not misleading, and nothing contained in it is liable to bring AOF or the Publisher into disrepute; (b) The Material is not obscene, defamatory, or libellous and will not infringe the intellectual property rights, copyrights, trademarks, or any other rights (including any right of privacy or confidentiality) of any third party; (c) The Material complies with all applicable legislation, rules, ordinances, and codes of practice in Australia and any other country where the material is to be published; and (d) The Customer has all necessary rights, licenses, and consents (including regulatory consents and consents from

persons or entities cited or quoted in the Material) needed to permit the Publisher to use, display, reproduce, insert, or publish the Material pursuant to the Advertisement Order.

**1.2** The Customer shall indemnify the Publisher and AOF against all losses, damages, expenses (including legal expenses), charges, or other costs, including any settlement payments, suffered or incurred by the Publisher as a result of a breach or alleged breach, of any of the warranties contained in Clause 1.1.

**1.3** By submitting and/or authorising the submission of an Advertisement for publication, the Customer indemnifies AOF and the Publisher, and their employees, officers, and agents against any proceedings, demands, losses, costs (including legal costs on a full indemnity basis), damages, and any other liabilities of any nature taken, made, or awarded against or incurred by AOF or the Publisher and/or its employees, officers, and agents in connection with the Advertisement.

### ***No Guarantee or Warranties***

**2.1** AOF does not guarantee that the Customer's product featured in an Advertisement will be the only product of that type featured in Advertisements on any one page or any one edition of AOF.

**2.2** Online Advertising will be published via internet-accessible Advertisement serving software ("Software"). AOF makes no warranties of any kind, whether express or implied, regarding the fitness of this Software for a particular purpose. AOF shall not be liable for any loss, damage, or expense incurred in connection with AOF's or the Customer's use of the Software.

**2.3** The Publisher may accept or reject any Advertisement for publication at its sole discretion for any reason without explanation.

**2.4** Except as provided for in these Terms and Conditions, AOF makes no representation of any kind, express or implied, with respect to the provision of the Advertisement.

**2.5** No warranty is made by AOF for the performance of third-party software, content, or equipment, or internet Wi-Fi latency.

### ***Limitation of Liability***

**3.1** The Publisher shall not be liable to the Customer in contract, tort (including negligence), or otherwise for any direct or indirect loss of profits, business, contracts, orders, revenue, goodwill, or anticipated savings, or for any special or consequential loss or damage, or special or exemplary damage suffered by the Customer or any other person, even if such loss or damages are foreseeable and whether or not AOF had been advised of the possibility thereof.

**3.2** The Publisher's liability in respect of any and all claims (whether in contract or tort) arising out of or in connection with an Advertisement or Advertisement Order shall not exceed the amount the Customer has paid AOF and/or the Publisher in connection with that Advertisement or Advertisement Order and shall be limited to an amount equal to the cost of the space of the relevant Advertisement, provided that if the Customer does not advise AOF of any error within five (5) days of the original publication of the Advertisement, AOF shall have no liability whatsoever.

**3.3** The Publisher shall not be liable for any loss of any Material, however, caused.

**3.4** It is the Customer's responsibility to ensure that all Advertisements are correct, accurate, and not misleading. The Publisher accepts no responsibility for any errors in an Advertisement. The Customer acknowledges and agrees that AOF shall take the Advertisement submitted by the Customer or approved by the Customer to be the full and final Advertisement unless otherwise agreed in writing between the Parties.

**3.5** The services provided hereunder are provided "as is". Except as otherwise expressly provided herein, the Publisher makes no warranties of any kind, either express or implied, including but not limited to warranties of satisfactory quality, accuracy, or fitness for a particular purpose.

**3.6** The Publisher agrees to use reasonable endeavours to run requested positions of Advertisements in the AOF, which have been agreed by it in writing but cannot guarantee this.

**3.7** The Publisher will use all reasonable endeavours to reproduce the Customer's trademarks and logos featured in Advertisements correctly in accordance with written instructions but cannot guarantee this and is heavily reliant on the same being properly produced by the Customer.

**3.8** To the extent permitted by law, all conditions, warranties, and terms implied by law and any liability for consequential or indirect damages are excluded from this Agreement.

**3.9** The Publisher shall not be responsible for errors made in any Advertisement that result from changes or alterations made by the Publisher at the Customer's request.

**3.10** The Customer is responsible for promptly reviewing any Advertisement upon the first publication and notifying the Publisher in writing within one (1) week of the publication date of any errors in the published Advertisement. Refunds will not be given for any errors except for full omission of an Advertisement. For any other errors that were the manifest fault of the Publisher, a full or partial credit will be given to the Advertiser depending upon the circumstances of the error, to be decided by AOF at its sole discretion. Such credits can be applied towards future advertising.

**3.11** AOF will not be liable to the Customer or any other person for any loss whatsoever as a result of other Advertising of a third party, or an Advertisement not being available for publication or not published where such loss arises from any cause beyond its control.

**3.12** Any loss suffered as a result of any partial or total breakdown of AOF's operation or network, any technical malfunction, computer error, or loss of data shall be deemed to be an event beyond AOF's control. Should such an event occur, AOF will take responsibility for resurrecting the sites and links, and the Customer has the right to cancel the particular contract for the affected advertising at no penalty if such an occurrence results in the site being down for more than seven (7) working days (working days being Monday to Friday inclusive but excluding statutory holidays). However, AOF will not be liable to the Customer for any error or inaccuracy in Advertisements placed by telephone.

## **GST**

Unless otherwise stated by AOF, all advertising rates are quoted exclusive of GST and the Customer will pay GST in addition to any such rates.

### ***Payment***

**5.1** Unless otherwise agreed by the Publisher in writing, the Publisher shall invoice the Customer in advance of publication for all amounts as they become due. Invoices must be paid within seven (7) days of the date of such invoice.

**5.2** The Publisher may charge interest on all sums outstanding after the due date of any payment. Interest may be charged on that basis from the due date of payment until the actual date paid at the rate of six per cent (6%) interest per annum calculated daily.

**5.3** Where applicable, all taxes, including GST and taxes on advertising space, will be the responsibility of the Customer and shall be paid by the Customer in addition to the fee payable pursuant to the Rate Card.

**5.4** The Publisher reserves the right to change the rates in the Rate Card at any time at its sole discretion. The current prevailing Rate Card shall be made available to Customers upon request.

**5.5** The Customer must pay AOF for Advertisements: (a) In accordance with the rates set out in the relevant Rate Card; (b) By prepayment, if so, required by AOF; (c) If payment is agreed in writing with AOF, by the due date specified on any invoice rendered by AOF to the Customer.

**5.6** If AOF does not receive payment within thirty (30) days after the date of the invoice, AOF may, at its discretion, cancel the Customer's Advertisements, suspend any agreed discounts, impose late fees, or take other action as it deems appropriate.

### ***Termination***

**6.1** The Publisher may terminate this Agreement at any time if: (a) The Customer becomes bankrupt or insolvent, or enters into voluntary or involuntary liquidation; (b) The Customer fails to pay any sum payable by it to the Publisher within the agreed payment terms; (c) The Customer breaches any term of this Agreement and fails to remedy such breach within seven (7) days after being required in writing to do so by the Publisher; (d) The Publisher is of the reasonable opinion that the Customer is not a fit and proper person to deal with.

### ***Miscellaneous***

**7.1** The Customer shall not assign any rights or obligations under this Agreement without the prior written consent of the Publisher.

**7.2** Any notice given under this Agreement must be in writing and may be delivered by hand, email, or prepaid post to the address of the other party as notified in writing from time to time.

**7.3** No waiver by the Publisher of any breach by the Customer of any of these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

**7.4** This Agreement constitutes the entire Agreement between the Parties and supersedes any prior Agreements, representations, or understandings.

**7.5** If any provision of this Agreement is found to be invalid or unenforceable by any court or regulatory body of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

**7.6** This Agreement shall be governed by and construed in accordance with the laws of Australia and the Parties submit to the exclusive jurisdiction of the courts of Australia.

### ***Advertising Specifications***

**8.1** The Customer must comply with AOF's technical specifications for preparing and submitting Advertisements, which will be provided upon request.

**8.2** If the Customer fails to provide Material in accordance with AOF's specifications and within the required deadlines, AOF reserves the right to either repeat the most recent Material or omit the Advertisement without prior notice.

**8.3** The Customer must obtain prior written consent from AOF before using the Advertisement in any manner other than as expressly authorised by this Agreement.

### ***Contact Information***

For any inquiries or concerns, please contact us at **Maple Publishing Pty Ltd (ABN: 51 139 753 361) Email:** info@a050.com.au; **Phone:** +61 5514 5999

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These Terms and Conditions are effective as of July 1, 2024, and supersede all previous versions.