

MOTORCENTRAL ADCONNECT: TERMS & CONDITIONS

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Definitions

"Ad Network" means any company that will display advertisements to an audience via the AdConnect service.

"Ad Placement" means the creation of an advertisement with an Ad Network, with its own parameters including budget. A successful Ad Placement may result in associated charges from the Ad Network.

"Confidential Information" means all data collected by and/or provided by us pursuant to the Services, together with any data related to Motorcentral, any Motorcentral system or interface and/or the provision of interfacing with any Vehicle Agent.

"Metrics" means information and data sourced from you or third parties to assist with the configuration and performance of your Ad Placements with Ad Networks.

"Services", "Dealer Portal" and "website" means the "AdConnect" service.

"We", "us", "our" and "Motorcentral" means Limelight Software Limited trading as Motorcentral.

"You" and "your" means you.

Background

- A. AdConnect is a service that provides an automated advertising tool used to advertise your motor vehicles for sale by way of Ad Placements placed on your behalf with Ad Networks.
- B. The software for this Service will create targeted campaigns for your motor vehicles based on information collected through your website via Google Analytics, historical sales and Motorcentral's Big Data service.
- C. The Service collects and stores Metrics, including but not limited to, your Ad Placements configuration and spending with Ad Networks. This means that you provide us with the information required for each Ad Placement and the Service automatically uploads this information to the Ad Network in the form and basis required by such Ad Network.
- D. The Service uses Metrics to target audiences and set parameters automatically for your Ad Placements with Ad Networks.
- E. By registering as a user of or by using AdConnect, you agree to be bound by these terms and conditions, as well as the terms and conditions of any Ad Network you have an active Ad Placement with.
- F. You further acknowledge that these Terms and Conditions may be amended from time to time by us. Any amendments will be posted on the Motorcentral website.

1. Registration, membership & termination

- 1.1. In order to utilise the AdConnect Services, you must register with us in accordance with our Terms and Conditions. If you are registering with us on a personal basis, you must also be over 18 years of age.
- 1.2. We reserve the right to decline to accept any person access to our Services and reserve the right to cancel access to our Services at any time for any reason whatsoever. The decision to suspend or terminate access is our sole right and is at our sole and absolute discretion.
- 1.3. We may terminate an account on the following (but not limited to) basis:
 - a) if these Terms and Conditions are breached;
 - b) if you have sufficient negative feedback that we consider, at our absolute discretion, you to be an inappropriate customer;
 - c) if you have failed to provide accurate information when registering for our services;
 - d) by giving you 3 working days' notice for any reason whatsoever and at our sole and absolute discretion.
- 1.4. You may terminate your registration and access to the Services by providing us with one month's prior, written notice. On the date of termination you will no longer be able to access the Services and you agree that you will immediately cease using all and any of the Services.

2. Use and Restrictions of Use

- 2.1. You must not misuse our Services. For example, you must not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations.
- 2.2. Using our Services does not give you ownership of any intellectual property rights in our Services or the data and information you access.
- 2.3. You acknowledge that the Service may use, present or be based on information provided to us or obtained by us through third parties. In such cases we will not be liable for the accuracy of this data.
- 2.4. You authorise us and our affiliates to create accounts, budgets, Ad Placements and to publish advertisements on your behalf to any Ad Network.
- 2.5. We will select or use as default some parameters related to your Ad Placements. You may be able to alter some of these selections or defaults but you acknowledge that this may impact the Service. You understand and accept that some parameters required for Ad Placement will be automatically set by us on your behalf using Metrics and other data and information.
- 2.6. You agree to adhere to any terms and conditions of any Ad Network you have an active Ad Placement with. You also understand that it is your responsibility to keep up-to-date with each Ad Network's terms and conditions.
- 2.7. You will be able to set a budget for advertising spend on each motor vehicle but the parties acknowledge and agree that any change in parameters or change in status of Ad Placements will not take effect immediately and may be delayed by up to 5 working days. As a result, you may continue to be charged by Ad Networks for your Ad Placements until those changes have taken effect and you acknowledge that you will be liable for any additional spend.
- 2.8. We will provide you with "cost per click" and "cost per impression" information and you may use this information to decide on your budget.

- 2.9. To protect your Motorcentral account, keep your password confidential. You are responsible for the activity that happens on or through your Motorcentral account. Try not to reuse your Motorcentral account password on third-party applications. If you learn of any unauthorised use of your password or Motorcentral account, you must advise us immediately.

3. Content and Usage of Content

- 3.1. You must not use this Service to supply, submit, store, send or receive any content that is illegal, offensive (including anything of a defamatory, pornographic, or racially or ethnically objectionable nature), stolen, or unsafe, anything which infringes copyright or other intellectual property rights, items which have been illegally imported or which would require illegal import or export in order to be sold, or any item of which the sale is prohibited by, or violates any, law. You are responsible for ensuring that any content supplied by you does not breach this clause (3). You agree that we may disclose your personal information, including your name and contact details, to the relevant authorities, parties and/or the applicable intellectual property right holders (or their representatives) if we consider that you are in breach of this clause (3) at any time.
- 3.2. We may review content for purposes such as to determine whether it is illegal or violates our policies, and we may remove or refuse to display any content we deem to be in breach. We are not obligated to review content and will do so at our own discretion.
- 3.3. When you upload, submit, store, send or receive content to or through our Services, you give Motorcentral (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. You warrant that you have the necessary rights to grant us this license for any content that you submit to our Services and you indemnify against any losses, damages, liability, costs and claims (including solicitor's costs on a solicitor-client basis) arising from any violation of this clause (3).
- 3.4. Our automated systems may analyse your content (including emails). This analysis occurs as the content is sent, received, and when it is stored.
- 3.5. You may not use content from our Services unless you obtain permission from us or are otherwise permitted by law. These Terms and Conditions do not grant you the right to use any branding or logos used in our Services. You may not remove, obscure, or alter any legal notices displayed in or along with our Services.

4. Fees and Accounts

- 4.1. Our fees are as set out in Schedule 1.
- 4.2. We reserve the right to change the fees at any time by posting the new fee schedule on our website. Any changes in fees will be posted to our website and will give no less than 5 working days' notice (by posting on our website) of the change of fees.
- 4.3. All of our fees are exclusive of GST and are in New Zealand dollars and must be paid within 14 working days of date of the invoice unless otherwise arranged.
- 4.4. In the event of overdue or non-payment of an invoice you will pay any reasonable costs incurred by us (including legal costs, collection agency fees and administration costs) as a result of servicing overdue accounts.

- 4.5. We reserve the right to interrupt or delay the provision of Services to you until payment is received in full. Such interruption does not relieve you from the obligation to pay all outstanding amounts owing to us.
- 4.6. In addition to the fees payable by you pursuant to these terms and conditions, we may also receive a fee from the Ad Networks in the event that a successful Ad Placement has been completed.
- 4.7. Prior to the commencement of Services, you shall pay a security bond equivalent to at least five hundred dollars (\$500.00) plus GST. This "Security Bond" to us shall be held in our nominated bank account until you or we terminate the AdConnect Service. We may draw on the Security Bond to recover our losses, and any amounts to which we are otherwise entitled as a result of any breach of payment for the AdConnect Service. You shall immediately give us a replacement Security Bond for any amount so used. On final termination of the Services and when all outstanding matters between you and us have been completed, we shall promptly return to you the balance of the Security Bond.

5. Mailing List

- 5.1. It is our policy to send out promotional material and newsletters, including material not actually directly related to this Service, to our registered users and members. Further, it is our policy to immediately remove any registered user or member from any mailing list upon that members or registered users request.

6. Disclaimer

- 6.1. The information and data used in this Service is provided by you and other third parties and accordingly we cannot guarantee that the information is true and correct. We do not provide any warranty of the Services whatsoever, whether express, implied, or statutory, including, but not limited to, any warranty of merchantability or fitness for a particular purpose or any warranty that the contents of the Services will be error-free.
- 6.2. Any Ad Placements created by this service are at your risk and you acknowledge that we take no responsibility or liability for any loss or damage that you suffer as a result of utilising this Service.
- 6.3. We do not accept liability for the Services being accurate, complete or up-to-date or for the contents of such Ad Placements. We distance ourselves expressly from the contents of the Ad Placements where we have no control over the information relating to the content or the Ad Network.

7. Limitation of Liability

- 7.1. To the maximum extent permitted by law we will not under any circumstances be liable under the law of tort, contract or otherwise for any monetary sum, including without limitation loss of profits, for any direct, indirect or consequential loss or damage, however caused, relating to or in connection with the Software, services provided by third parties, or these Terms and Conditions.
- 7.2. In the event that clause 7.1 does not apply to a particular circumstance or event, our maximum total liability to you arising out of any claim or of claims during or after the term of these Terms and Conditions, for any cause whatsoever, will under no circumstances exceed NZ\$100.00.

8. Warranties & Acknowledgement

- 8.1. Each party warrants to the other that it has the right and ability to accept and agree on these Terms and Conditions and that these Terms and Conditions will be legally binding.
- 8.2. You acknowledge that the information provided by AdConnect, particularly in relation to Metrics, is indicative information only for the purposes of assisting you with Ad Placements and that we do not take any responsibility for the accuracy of this information or the impact that the information may have on which Ad Placements are made or any associated charges.
- 8.3. You acknowledge and accept that the decision to create Ad Placements is your decision exclusively and that we have no liability whatsoever for any Ad Placements made.

9. Confidentiality

- 9.1. You must not, without the prior written consent of us, use or disclose any Confidential Information unless expressly permitted by us or if you are required to do so by law or any regulatory authority. In particular, you may not in any way share the Confidential Information with any person who is not a member of this Service or publish the Confidential Information in any way. You are required to implement best practices when handling the Confidential Information produced by the Services including regulating access to and printing of the Confidential Information. Any requirements in relation to best practice may be communicated to you by us and you must strictly adhere to such guidelines.
- 9.2. You may:
 - a) use any Confidential Information for the purposes of complying with your obligations and exercising your rights under these Terms and Conditions; and
 - b) disclose any Confidential Information to your personnel or advisers to the extent necessary for them to know the information for purposes related to these Terms and Conditions, but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.
- 9.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of any Confidential Information whilst it is in your possession or control.
- 9.4. You must return, or at our option destroy, all Confidential Information in your possession or control, on the earlier of our request or on termination of this agreement for any reason.

10. Indemnity

- 10.1. You shall indemnify us against any and all direct, indirect and consequential damages, losses, claims, costs (including legal costs), expenses, actions, demands, liabilities or proceedings whatsoever incurred by us in respect of any claim by a third party arising from or connected to any breach or alleged breach by you of your obligations under these Terms and Conditions, including but not limited to your failure to obtain the consent of an Ad Network to make an Ad Placement.

11. No Resale

- 11.1. You expressly confirm and agree that you will not reproduce, copy, sell, distribute or otherwise disseminate for commercial purposes any information or material obtained from or via the Motorcentral AdConnect Service.

12. General Provisions

- 12.1. System: We will use reasonable endeavours at all times to ensure that this Service is available and that there is the least amount of down time possible for maintenance, however we do not take any responsibility for system unavailability or for any loss incurred as a result of the system unavailability.
- 12.2. Copyright: The copyright in this website, including all text, graphics, logos, icons, sound recordings and software is owned or licenced by Motorcentral. Other than for the purposes of and subject to the conditions prescribed hereunder, the New Zealand Copyright Act 1994 and similar legislation which applies in your location, and except as expressly authorised by these Terms and Conditions, you may not in any form or by any means adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this service or commercialise any information, products or services obtained from any part of this service without our written permission.
- 12.3. Force Majeure: Without prejudice to the disclaimer clauses herein, we have no responsibility or liability for any lack of performance, unavailability or failure of the Services or the website or any failure of Motorcentral to comply with these Terms and Conditions where the same arises from any cause reasonably beyond the control of Motorcentral.
- 12.4. Governing Law: These Terms and Conditions are governed by the laws of New Zealand and you confirm that you submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 12.5. Non-Waiver: If we do not exercise or enforce any right available to us under these Terms and Conditions, that does not constitute a waiver of those rights.

13. Resolution of Disputes

- 13.1. Motorcentral is not a party to any transaction between you and the Ad Network and accordingly will not be involved with any dispute between these parties.

Schedule 1 – Motorcentral AdConnect Fees

The most up-to-date version of our Fee Schedule can be found online at:
<https://portal.motorcentral.co.nz/fees>