

# STANDARD TERMS & CONDITIONS - TASTE

This agreement will be governed by the laws of British Columbia in which the *Advertiser* is located.

The *service* refers to: the display of an advertisement, Directory listing or Profile page on any *TASTE* regional online directory.

The *Advertiser* refers to: all Directory listings (free and paid) as well as advertisers.

*Advertiser* Criteria – “Local” refers to “*any locally-operated business that lies within the specified Region of Vancouver Island*”.

It is the responsibility of the *Advertiser* to supply all content: including but not limited to images and text for the promotion of their establishment.

TEXT - to be supplied through online submission forms. Submit listing updates via email as Microsoft word or text format within the email itself.

IMAGES for Business Profiles ONLY - to be supplied by *Advertiser*  
*Image Specs: 300 x 300 pixels at 72 dpi in Jpeg format.*

The *Advertiser* acknowledges that the sole obligation of *TASTE* to display an advertisement from *Advertiser* which conforms to the specifications set out in the agreement which has been executed by *TASTE* and the *Advertiser*. Unless expressly provided for elsewhere in this Agreement: *TASTE* will have no obligation to provide any creative, design, technical or production services to *Advertiser*; and the nature and extent of any such services which *TASTE* may provide to *Advertiser* shall be as determined by *TASTE* in its sole discretion.

*Advertiser* grants *TASTE* the authority to access and utilize materials including, but not limited to; information, editorial and images appearing on the *Advertisers* own website.

## 1. MATERIAL DISPLAY

(1) *TASTE* provides the service "as-is", "with all faults", and "as available". *TASTE* does not guarantee the accuracy or timeliness of information. *TASTE* gives no express warranties, guarantees or conditions.

(2) *Advertiser* agrees that *TASTE* has the right to market, display, perform, transmit and promote the Advertisement through *TASTE* website; and users of *TASTE* have the right to access and use the Advertisement together with any content or materials linked to the Advertisement.

(3) *TASTE* reserves the right to redesign or modify the organization, structure, "look and feel" and other elements of the *TASTE* website at its sole discretion at any time without prior notice.

(4) *TASTE* reserves the right to remove any listing that does not fit with our policies of family-friendly content, or does not meet the criteria for a locally-operated Cowichan business.

(5) It is up to the *Advertiser* to submit listing updates. It is to the best interest of both the *Advertiser* and *TASTE* to keep business listings information current.

## 2. LIMITATION OF LIABILITY

(1) *Advertiser* must ensure that the Advertised Content does not: disparage *TASTE*; promote any product or service which is reasonably competitive with the principal products or services offered through the *TASTE* Service; or violate any applicable law, regulation or third party right (including, without limitation, any copyright, moral right, trade mark, patent or other proprietary right, defamation and laws prohibiting offensive content).

(2) Subject to any applicable, under no circumstances will: either party be liable to the other party for indirect, incidental, consequential, special or exemplary damages arising from any aspect of the advertising relationship in this Agreement or any other provision of this Agreement.

(3) *Advertiser* will indemnify, defend and hold harmless *TASTE* and the officers, directors, agents, affiliates, distributors, franchises and employees of *TASTE* from and against all claims, actions, liabilities, losses, expenses, damages and costs (including, without limitation, reasonable legal fees) that may at any time be incurred by any of them by reason of any claims, suits or proceedings for libel, defamation, violation of right of privacy or publicity, copyright infringement, trade mark infringement or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation throughout the world in connection with the Advertisement or *Advertiser* Content.

### **3. PAYMENT OF FEES**

All cheques must be made payable to ZUK DESIGN.  
Directory listings will not appear until payment has cleared.

All merchant fees associated with credit card, cheque and direct debit payments can be recovered from your nominated account (if applicable). If your payment is not honoured (for example, in the case of insufficient funds for credit card payment, or a dishonoured cheque), you agree that *Zuk Design* may continue to debit your nominated credit account with the amount due without notice to you. Any recovery costs or bank charges will be on-charged.

If your subsequent renewal invoice has not been paid by the renewal date and payment not been received within 7 days, your listing will be suspended and there may be a re-activation fee to re-install your listing.

*TASTE* reserves the right at any time, to increase fees and will give reasonable written notice to the most current e-mail address you have supplied at least one month prior to renewal dates.

### **4. CANCELLATION OF SERVICE**

(1) Our right to cancel the service.

(a) We may cancel the service at any time, without liability, if:

- (a) any amount owing to us in respect of the *service* is not paid by its due date.
- (b) we are required to do so to comply with an order under law
- (c) we believe in good faith that further display of the Advertisement will expose *TASTE* to liability or other adverse consequences.

(2) The *Advertiser* has the right to cancel the service at any time. *Yearly agreements* can be cancelled but are not refundable, however any credit will remain on your account and may be applied should you return at a future date for this or any other future business under the same registrant/name.

If you wish to cancel your agreement you may do so at any time by giving us at least fourteen (14) days notice. Your listing will remain up for as long as your account is paid up – unless you instruct *TASTE* to do otherwise. All cancellation requests must be made in writing via email:

[editor@tastecowichan.ca](mailto:editor@tastecowichan.ca) .