

Commercial Contract

TERMS OF BUSINESS FOR ADVERTISING ONLINE



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

HEAD OFFICE

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road,
Lahore

Tel: (92 42) 111 111 456, Fax: (92 42) 36304926-7
helpdesk@smeda.org.pk

REGIONAL OFFICE PUNJAB	REGIONAL OFFICE SINDH	REGIONAL OFFICE KPK	REGIONAL OFFICE BALOCHISTAN
3 rd Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Tel: (042) 111-111-456 Fax: (042) 36304926-7 helpdesk.punjab@smeda.org.pk	5 TH Floor, Bahria Complex II, M.T. Khan Road, Karachi. Tel: (021) 111-111-456 Fax: (021) 5610572 helpdesk-khi@smeda.org.pk	Ground Floor State Life Building The Mall, Peshawar. Tel: (091) 9213046-47 Fax: (091) 286908 helpdesk-pew@smeda.org.pk	Bungalow No. 15-A Chaman Housing Scheme Airport Road, Quetta. Tel: (081) 831623, 831702 Fax: (081) 831922 helpdesk-qta@smeda.org.pk

January 2013

Terms of Business for Advertising Online

Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to internet and technology. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

Terms of Business for Advertising Online

Pro-Gole (Right to do Business)

Legal Services, B&SDS

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

18. TERMS OF BUSINESS FOR ADVERTISING ONLINE

1. ADVERTISING CONDITIONS

- (1) The Publisher has no liability and the Advertiser indemnifies the Publisher in relation to any failure of telecommunications services or systems which affect the receipt by the Publisher of an advertisement or the publication of a campaign.
- (2) The Publisher makes no representation or warranty in relation to the number of visitors to its websites or the number of impressions at any site except for any made expressly in writing by the Publisher.

2. CONTENT CONDITIONS AND SPECIFICATION

- (1) The advertising material must be received by the Publisher no later than [insert number] working days prior to the campaign start date.
- (2) If the advertising material is received after the relevant date and results in a campaign being delayed, the publication of the advertisement will be considered to have commenced as of the date on the insertion order.
- (3) It is the Advertiser's responsibility to arrange and manage re-directs with third party ad servers and provide such third party with the Advertiser's lead time requirements. The Publisher will not compensate an Advertiser for campaigns which are affected or delayed in any way by third party ad server redirect problems. The Publisher may, in its absolute discretion, remove any redirects from the Publisher's network which are delayed in serving advertisements.
- (4) All click-through URLs must enable the browser's back feature to allow the users to return to the Publisher's website.

3. OTHER PROVISIONS

Terms of Business for Advertising Online

Pro-Gole (Right to do Business)

Legal Services, B&SDS

- (1) Cancellation of any advertisement or campaign must be received in writing no later than [insert number] days prior to the commencement of a campaign in order to receive a 100% refund. Any cancellations made after this time will be subject to a minimum cancellation fee of [insert percentage]% of the total cost of the entire campaign. The Campaigns cancelled at the request of the Advertiser after the campaign has commenced will not be entitled to a refund of any unused portion of the campaign.
- (2) The insertion order is valid for [insert number] hours from the time it is provided to the Advertiser. The Publisher cannot guarantee the order is fulfilled unless a signed copy of the insertion order is received within that timeframe.
- (3) These terms and conditions form part of the insertion order and are binding on Publisher and Advertiser once the insertion order is signed.