



Yellow Website Additional Terms

Our Terms of Business at ypp.co.nz/terms and these Additional Terms apply to **Yellow Websites**. Except with respect to clause 23 of our Terms of Business, in the event of any conflict between our Terms of Business and these Additional Terms, these Additional Terms shall take priority.

These Additional Terms were last updated on 27 April 2018.

1. Deliverables

- 1.1. Yellow Websites are available in Classic Website, Yellow Shop, Pro Website and Pro E-Commerce. Hosting is included with each Classic or Yellow Shop website. A domain is included with each website. An email account is included with each Classic or Yellow Shop website. In each 12 month term, we will provide you with 8 hours of free maintenance time for each Classic Website or Yellow Shop website. Yellow Shop customers will also receive a free monthly maintenance call to ensure their websites are performing. All websites include a self-service editing and reporting interface.

We regret that we cannot "downgrade" a website. You would need to terminate the existing website and order a new one, and a new Initial Term may apply.

- 1.2. Subject to Additional Charges, websites may include:
- (a) hosting, domains, the transfer or redirection of domains, and email accounts (if not already included);
 - (b) integration with certain third party applications;
 - (c) e-commerce functionality (Pro E-Commerce and Yellow Shop websites only);
 - (d) malware and blacklist monitoring and removal, with server-side scanning (**Security**);
 - (e) additional maintenance, including regular upgrading of plugins and CMS to decrease vulnerability to attack and increase cross-platform functionality (**Additional Maintenance**); and
 - (f) regular modifications to design and functionality, and updates to content (**Content**).
- 1.3. We may refuse to provide websites in relation to certain listings or subject matter.
- 1.4. Each Pro Website is subject to your approval of our written proposal (**Proposal**) which, based on our understanding of your requirements, will normally include the scope of the proposed website, a "sitemap", our provisional timeline for delivery and our Charges. Changes to a Proposal are not effective unless agreed in writing by us.
- 1.5. Your requirements for a website may change over time and/or evolve as we proceed with fulfilment. So-called "Scope Creep" may occur due to a number of factors, such as changes in your or our understanding of expectations or objectives, or as a result of unforeseen circumstances. Where, in our opinion, Scope Creep occurs in respect of any website, we will work with you to reset your expectations and/or provide you with an updated Proposal, setting out the Additional Charges for any work which is outside of the original scope of the affected website.
- 1.6. Further to clause 11 of our Terms of Business, it is your responsibility to promptly provide all information, assistance, feedback and approvals reasonably required by us to fulfil your website. If you do not respond to any such request within 5 business days (or as otherwise specified), we may choose to proceed to the next fulfilment stage of your website. This is in order to ensure we can complete and deliver your website within the time frame and budget set forth in your Proposal or elsewhere.

- 1.7. On your acceptance of each website (whether express or deemed), we will publish it online and embed a link on each of your relevant listings in our online directories (provided no other website link already exists). We may syndicate your websites in accordance with clause 13 of our Terms of Business.
- 1.8. Where you identify mistakes in any website that are a result of our production process, and are no fault of your own, then (following an appropriate investigation by us) we will make the relevant corrections. We will correct any bugs in a Pro Website that you notify to us in writing up to 20 business days from publication.
- 1.9. We do not guarantee the continuous availability on the internet (“uptime”) of any website that we host, and may at any time restrict access to or suspend any website to perform maintenance. Third parties control their own services, so access to or integration with such services are subject to change without warning.
- 1.10. Further to clause 19 of our Terms of Business, we may implement, update and manage tags or code on your websites to maintain website effectiveness, fulfil our other Services for you, for traffic analysis, conversion tracking, site analytics, remarketing, marketing optimisation and other purposes, whether during production of the website or (for websites hosted by Yellow) at any later date.

2. Intellectual Property

- 2.1. Subject to clause 2.2, on payment of all charges for a Pro Website, the Intellectual Property in that website will vest in you, and the website will be deemed to be Your Material for the purposes of the Term. The Intellectual Property in Classic and Yellow Shop websites remains at all times with Yellow.
- 2.2. Clause 2.1 shall not apply to any material that is not unique to a Pro Website or is otherwise adaptable by us to other websites, including but not limited to templates, functionality, CSS or other code, widgets, APIs or other underlying material (**Core Content**).
- 2.3. Further to clause 12 of our Terms of Business, you are responsible for all content on your websites, and will ensure that such content complies with all applicable laws and does not violate or infringe the moral, intellectual property, privacy or other rights of any third party.

3. Term and termination

- 3.1. Each Classic or Yellow Shop website has an Initial Term of 12 months from our publication of that website. At the end of the Initial Term, we will provide that website on a continuing, monthly basis.
- 3.2. To terminate any Pro or Pro E-Commerce website, you must give us at least 3 months’ notice in writing. If the notice does not specify an appropriate termination date, then the termination date shall be deemed to be 3 months from the date that the notice is received by us. Where you terminate any Pro or Pro E-Commerce website, you must pay all costs incurred by us as a result of such termination.
- 3.3. Hosting for each Pro or Pro E-Commerce website has an Initial Term of 12 months. At the end of the Initial Term, we will provide hosting on a continuing, monthly basis. Where our hosting of a Pro or Pro E-Commerce website is terminated for any reason, you shall be responsible for arranging continued hosting or other transitioning of that website, and we will not be liable for the availability or otherwise of that website after such termination. We may, at our discretion, provide you with transitioning assistance, subject to additional Charges.
- 3.4. Where you use a third party host for your Pro or Pro E-Commerce website, we will deliver all files reasonably required to give effect to such hosting.
- 3.5. Security, Additional Maintenance and Content services are provided on a continuing, monthly basis.