



சிங்கப்பூர் நகரத்தார் சங்கம்

Nagarathar Association (Singapore), 15A, Tank Road, Singapore 238065

<http://www.singainagarathar.com>

WEBSITE ADVERTISING ORDER FORM

Please print this order form, fill out, sign and date in all applicable areas, and mail with enclosed payment to:

**Nagarathar Association (Singapore),
(UEN-T02SS0070J)**

15A, Tank Road,

Singapore 238065

Business Name : _____
Business Address : _____
Authorized advertiser Representative : _____
Advertising Contact Person : _____
Office Phone Number : _____
Mobile Phone Number : _____
Email Address : _____
Amount Received : **S\$500.00**

Advertiser to provide the Advertiser's business name or logo or artwork and Link, if available

I have read and fully agreed to the terms and conditions as per the attached website advertisement contract.

Nagarathar Association (Singapore) Representative
(Sign and Date)

Authorized advertiser Representative
(Sign & Date)

Note:

1. Payment can be made in cheque in favor of "Nagarathar Association (Singapore)"
2. Please allow one to two week of processing time from the date of ordering, including full payment and provision of the artwork to the webmaster.
3. The advertisement shall be of 120 x 120 pixels.
4. This booking is subject to our website advertising contract which is available upon request.



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WEBSITE ADVERTISING CONTRACT

1. RESPONSIBILITIES OF Nagarathar Association (Singapore)

Nagarathar Association (Singapore) agrees to display the Advertiser's business name or logo or artwork and Link, if available, (hereafter collectively referred to as "the Advertisement"), on its Home Page and all other pages viewable (hereinafter referred to as "the Webpages") by the public of singainagarathar.com website for a period of 365 consecutive calendar days under the terms and conditions of this Agreement. NAGARATHAR ASSOCIATION (SINGAPORE) reserves the right to decide the appearance and the location of the advertisement within Webpages.

2. RESPONSIBILITIES OF ADVERTISER

The Advertiser agrees to supply a suitable Advertisement complete with the signed Agreement and payment for the right to advertise on the Webpage of singainagarathar.com website for a period of 365 consecutive calendar days and further agrees to abide by the provisions of this Agreement. The Advertiser shall provide the required artwork for the advertisement.

The Advertiser shall be responsible for all costs of artwork, design and Link and shall provide such artwork, design or Link in such format or manner as requested by the NAGARATHAR ASSOCIATION (SINGAPORE) for purposes of displaying the same in the Webpages.

3. DEFINITIONS

"Advertisement" shall mean digital image of Advertiser's business name or logo or slogan of text regarding the company and Link, if available, supplied by Advertiser. The Link, if available shall be opened in a new window.

"Advertiser" shall mean any business owner

"Link" shall mean an electronic connection connecting an Advertiser's displayed Advertisement to an Advertiser's business website

"Effective Start Date" is determined by Nagarathar Association (Singapore) and shall mean the actual date the Advertisement begins being displayed.

4. CONTRACT TERM

Following receipt of payment and acceptable digital image, the Advertisement will commence being displayed on the Webpages within a reasonable duration and will continue to be displayed for the 365 consecutive calendar days from the Effective Start Date.



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5. PAYMENT

Advertiser shall pay to NAGARATHAR ASSOCIATION (SINGAPORE), Five Hundred dollars (\$500.00) in exchange for the right to have posted a company name or logo or Link, if available, to the Webpages of the singainagarathar.com website for a period of 365 consecutive calendar days in accordance with the provisions of this Agreement.

The Advertisement is renewable after 365 calendar days subject to payment of the prevailing fees at the time of renewal.

Administrative charges shall apply for any changes to the Advertisement including the links. The charges will be decided by the NAGARATHAR ASSOCIATION (SINGAPORE) at their sole discretion and any non payment of such charges within seven (7) days of invoice will lead to the suspension of the Advertisement.

6. RIGHT TO REFUSE UNACCEPTABLE ADVERTISING

NAGARATHAR ASSOCIATION (SINGAPORE) reserves the right to refuse any Advertisement that does not completely conform to the guidelines that may be instituted by NAGARATHAR ASSOCIATION (SINGAPORE) from time to time.

NAGARATHAR ASSOCIATION (SINGAPORE) will not accept advertising from companies that produce, sell or specifically advertise pornographic products or services or any other advertising which may be considered inappropriate in the sole discretion of the NAGARATHAR ASSOCIATION (SINGAPORE).

NAGARATHAR ASSOCIATION (SINGAPORE) reserves the right to define “inappropriate” in this context. This Agreement shall be considered null and void if it is discovered that Advertiser has failed to disclose any involvement contrary to the intent of this paragraph and any remaining dollar amount representing any unused advertising shall be forfeited.

7. STATISTICS

NAGARATHAR ASSOCIATION (SINGAPORE) makes no guarantee regarding the absolute accuracy of any of its published or unpublished statistics. NAGARATHAR ASSOCIATION (SINGAPORE) shall not be held liable for any claims as they relate to any statistics, usage, or otherwise. NAGARATHAR ASSOCIATION (SINGAPORE) is not required to provide Advertisers with usage statistics.

8. TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY

The Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link to through its Advertisement. Advertiser warrants that the Advertisement and Link supplied comply with NAGARATHAR ASSOCIATION (SINGAPORE) advertising standards; that it holds the necessary intellectual property rights to the Advertisement, contents of Advertisement and Link, if applicable, and that the



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use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

Advertiser agrees to indemnify NAGARATHAR ASSOCIATION (SINGAPORE) and to hold NAGARATHAR ASSOCIATION (SINGAPORE) and its assigns harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by NAGARATHAR ASSOCIATION (SINGAPORE), arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

9. LIMITATION ON DAMAGES

In no event shall NAGARATHAR ASSOCIATION (SINGAPORE) be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not NAGARATHAR ASSOCIATION (SINGAPORE) has been advised of the possibility of such damage save for the refund of advertising fees based on any unused advertising days.

10. HOLD HARMLESS

The Advertiser agrees to hold NAGARATHAR ASSOCIATION (SINGAPORE) and/or its assigns harmless for content of its advertising. Advertiser further agrees to indemnify NAGARATHAR ASSOCIATION (SINGAPORE) from any and all claims and/or damages arising from its advertising.

11. DISCLAIMER

The NAGARATHAR ASSOCIATION (SINGAPORE) and its assigns shall be held harmless for the unintentional and temporary interruption of an Advertisement due to any circumstances beyond its scope of normal control.

12. TERMINATION

This Agreement may be terminated by NAGARATHAR ASSOCIATION (SINGAPORE) (i) upon giving at least seven (7) days prior notice to the Advertiser, or (ii) immediately upon any breach or default on the part of the Advertiser which has not been remedied within three (3) days after notice by NAGARATHAR ASSOCIATION (SINGAPORE) to the Advertiser to remedy the same. Upon termination, any unused advertising days not fully performed, shall be deemed cancelled and NAGARATHAR ASSOCIATION (SINGAPORE) shall have no further obligations or liability to the Advertiser. Save as aforesaid, the termination of this Agreement shall be without prejudice to any of the accrued rights and liabilities of NAGARATHAR ASSOCIATION (SINGAPORE) thereto.

13. ENTIRE AGREEMENT

This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all



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prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by NAGARATHAR ASSOCIATION (SINGAPORE) pricing information, whether printed on paper or electronically. This Agreement may only be modified, or any rights under it waived, by a written document executed by the NAGARATHAR ASSOCIATION (SINGAPORE).

14. ATTORNEY FEES

In the event of any dispute or default as to the terms of this Agreement, the NAGARATHAR ASSOCIATION (SINGAPORE) shall be entitled to recovery of attorney fees and costs on an indemnity basis in addition to any damages occasioned thereby.

15. FORCE MAJEURE

Notwithstanding anything else contained herein, NAGARATHAR ASSOCIATION (SINGAPORE) shall not be liable for any delay in performing or any failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. For the purpose of this Clause, a "Force Majeure Event" shall include, but not be limited to, strikes, lock-outs, or other labour disputes, riots, civil disturbances or commotion, change of applicable laws, action or inaction of government authorities or suppliers, fire, flood, delay in or lack of transportation, public disasters, natural disasters, epidemics, wars, embargoes, acts of God or other catastrophes, acts of terrorism, failure or breakdown of machinery, computer systems or network failures, power failure or outages, or any cause or event beyond the reasonable control of NAGARATHAR ASSOCIATION (SINGAPORE).

16. SEVERABILITY OF PROVISIONS

If any provision or any portion of any provision of this Agreement, or the application of any such provision or any portion thereof to any person or circumstance, shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement, and the application of such provision or portion of such provision as is held invalid or unenforceable to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

17. NO PARTNERSHIP

Nothing in this Agreement shall be taken to constitute a partnership between the parties.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

19. DISPUTE RESOLUTION; FORUM; JURISDICTION

Any dispute arising out of or in connection with the Advertisement or this Agreement will be finally settled in the courts of Singapore.