

# Advertising Terms and Conditions

## PARTIES

These Advertising Terms and Conditions ("**Conditions**") are entered into between:

- (1) LocalWeb UK Directory ("**LocalWeb UK**", "**we**", "**us**", "**our**"); and
- (2) The person or organisation named on a Confirmation of Order ("**you**", "**your**")

each a "**Party**" and together the "**Parties**".

You can give notice by contacting our customer services team during Business Hours on 0333 303 4121 or emailing us on [Web-Enquiry@localweb.uk](mailto:Web-Enquiry@localweb.uk) ("**LocalWeb UK Notice Address**") and Username, Business Name.

## OPERATIVE PROVISIONS

### 1. Definitions

In these Conditions:

**Advertising Policy** means the document located at <https://localweb.uk/item/> as varied from time to time.

**Advertisement** means any advertisement for publication on <https://localweb.uk> or other communications channel pursuant to an Agreement with us for provision of Services.

**Advertisement Order** means a document, webpage or electronic communication which you complete and submit to us, under which you offer to purchase or subscribe to one or more Services from us, or to modify, extend or renew any existing Service including, in respect of an Agreement formed under paragraph 3 of the <https://localweb.uk> Prominence Advertises Service Rules, a written notice issued by us to you in accordance with that paragraph 3.

**Agreement** means the agreement between the Parties as set out in the Confirmation of Order, except in the case of an Agreement formed under paragraph 3 of the <https://localweb.uk> Prominence Advertises Service Rules, and inclusive of these Conditions and applicable Service Rules.

**Astrourfing** means the deceptive practice of presenting a coordinated advertising effort or marketing campaign in the guise of unsolicited comments from members of the public.

**Beta Service** means any Service or feature of a Service, service or product described as "**Beta**", "**Alpha**", "**Experimental**", "**Pilot**", "**Evaluation**", "**Pre-release**", "**Unsupported**" or similar word or phrase indicating that a service or product is not yet in its final form.

**Business Day** means a day other than a Saturday or Sunday on which banks are open for trading in England.

**Business Details** means details relating to your business which may include some or all of the following information:

- a. Business name;
- b. Address in the UK (excluding PO Boxes);
- c. Telephone number (excluding premium rate telephone numbers and our Call Counter Numbers); and
- d. Business classification.

Business Hours means 9:00am to 5:30pm on each Business Day.

**CAP Code** means the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing.

**Charges** means our charges for performing the Services including on the Fixed Fee, Fixed Term, Monthly Rolling Term (in which case the charge payable for each month of the Term) or Pay for Performance basis.

**Claims** means any claim including demands, threatened or filed proceedings, fines, awards, penalties howsoever arising including any liability, damages, or cause of action.

**Clicks** means the action of following a hyperlink on an Advertisement to another website or another page or frame.

**Click Fraud** means the deceptive practice of generating Clicks as part of a coordinated advertising effort or marketing campaign, by imitating a legitimate user of a web browser and imitating genuine Clicks from those legitimate users.

**Confirmation of Order** means a document, webpage or electronic communication which we send to you, except in the case of any Agreement formed under paragraph 3 of the <https://localweb.uk> Prominence Advertises Service Rules, under which we expressly accept the offer to purchase set out in the Advertisement Order.

**CONC** means Financial Conduct Authority's Consumer Credit Sourcebook.

**Content** means any content, design elements or advertising material that forms an Advertisement and includes text, layout, shading, colouration, images, audio, animation, video and links.

**Costs** means any cost, expense or disbursement, including judgment debts, adverse costs orders, settlement sums, penalties, fines, professional legal fees, administrative costs of proceedings, expert witness costs, or costs required for compliance with orders for equitable relief.

**Created Content** means any Content created or provided by us as part of the provision of Services.

**Credit Agreement** means a credit agreement regulated by the Consumer Credit Act 1974, which to the extent entered into between you and us provides a running account credit facility to finance your purchase of Services.

**Data Protection Legislation** means the EU General Data Protection Regulation (GDPR), the Data Protection Act 2018 (DPA), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all equivalent data protection laws in force from time to time in a relevant jurisdiction where the Services are performed or received.

**Direct Debit** means a payment arrangement involving automated bank transfers on agreed dates from your nominated bank account to our nominated bank account.

**Effective Date** means the date of the Confirmation of Order.

**External Elements** means functions and design elements provided by a third party, which may be made available to you as part of any Service, including when integrated into any website or other product or output of a Service.

**Fair Usage** means our obligation, at your request, to make amendments to your Advertisement such as wording changes and graphics adjustments subject always to our right to refuse to make such amendments where the extent or frequency of amendments is deemed by us in our sole discretion to be excessive or may detrimentally affect other customers (for example where it would require disproportionate allocation of resources to complete the amendments as requested by you).

**Fixed Fee** means payment of an agreed amount specified on an Advertisement Order whether payable in full or in parts.

**Fixed Term** means a term of finite duration specified on an Advertisement Order for a Service either as a specified period or the period between an identifiable beginning and end date.

**Force Majeure Event** means any circumstances or causes beyond a Party's reasonable control, including by way of example insurrection or civil disorder, acts of governmental or military authorities, strikes, civil unrests, terrorism, war, fire, flood, prolonged general power outages, changes of the regulatory environment, or acts or omissions of any third party for whom the affected Party is not responsible.

**Free Listing** means an unpaid single line entry including your business name, address and telephone number in LocalWeb UK's electronic database of businesses and advertisements which may be published in print, on <https://localweb.uk> and in datasets shared with third parties.

**Free Service** means a Service provided without any Charges being applied or with zero Charges.

**FSMA** means Financial Services and Markets Act 2000.

**Good Industry Practice** means the standards, practices and methods, and exercising the skill, diligence, and judgment which would be expected from a reasonably skilled, qualified and experienced person providing services which are substantially similar to the Services (or the relevant part of them) and in similar circumstances.

**Impressions** means the number of times your Advertisement is presented to your target audience.

**Initial Period** means any initial minimum term specified on an Advertisement Order for a Service.

**Interest Date** means for undisputed amounts the date the amount became due and payable, and for disputed amounts the date the whole or part amount held by a court of competent jurisdiction to be payable became payable.

**Interest Rate** means the official bank rate published by the Bank of England as at the first day of the current month.

**IPR** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information, know-how, trade secrets, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Monthly Rolling Term** means, where specified on an Advertisement Order, a term for a Service that continues for an Initial Period (if applicable) and indefinitely afterwards on a month to month basis until terminated in accordance with the Agreement.

**Pay for Performance** means the application of Charges based on the achievement of performance metrics specified in the applicable Service Rules.

**Profile Page** means a webpage on <https://localweb.uk> which includes your business logo, up to 20 photos, call to action text up to 180 characters, business description text up to 400 characters, products/services/more information section up to 12 bullet points with up to 50 characters each, business classification and location.

**Review Period** means the number of Business Days you shall have to give us any feedback on a development version of an Advertisement as specified in the applicable Service Rules, or if none is specified then five (5) Business Days.

**Service Rules** means terms and conditions applicable to a specific product or service, as set out at the end of these Conditions.

**Service Tiers** means the distinguishable levels of service commitment and delivery associated with different levels of Charges for a particular Service.

**Renewal Period** means twelve (12) months for a Fixed Term and one (1) month for a Monthly Rolling Term.

**SEO** means search engine optimisation, being implementation and/or recommendation of strategies intended to increase the amount of visitors to a website by improving the ranking on search results pages of a search engine such as Google, Bing or Yahoo.

**Services** means products or services offered by us including Advertisements.

**Service Commencement Date** means the date on which the Services are first provided by us to you unless otherwise specified in the applicable Service Rules.

**Service Month** means in relation to Services on a monthly rolling basis the monthly anniversary of the Service Commencement Date.

**Term** means the full duration of this Agreement, including any Initial Term (if applicable) and all extensions or renewals.

**Third Party Data** means data we obtain for use under licence from third party organisations and which may be used to assist in the provision of Services and which may be displayed to Users in association with other material relating to you including cartographic data used to display location maps, 3D city models and street cam images.

**Trial Service** means any Service which we provide to you on a trial basis.

**User** means a person who uses a website (including <https://localweb.uk> and other online platforms) or other publication channels where an Advertisement is displayed, syndicated or distributed.

**User Generated Content** means Content created, transmitted via or otherwise communicated by consumers (non-administrative users) interacting with a website, and includes forum posts, comments, feedback, reviews, ratings, testimonials, questions and other public or private messages that may be submitted to or posted on a website relating to your business or the goods or services you provide.

**LocalWeb UK Direct Account** or **LocalWeb UK Account** means an account for accessing and using our internet based account facility currently accessed via the log-in functions at <https://auth.localweb.uk/sso/login> or any such other successor or replacement by which customers that have registered to use the facility may manage their account and orders.

**<https://localweb.uk>** means the internet website located at the URL <http://www.localweb.uk>, which is owned and operated by us.

## 2. Interpretation

In these Conditions:

2.1. Reference to any:

a. Statute, statutory provision, or applicable guidance, codes or other regulations made available by any competent authority having jurisdiction over or responsibility for the regulation of advertising in the United Kingdom (including the CAP Code and CONC) is a reference to it as amended, extended, or re-enacted from time to time, and any subordinate instrument made under it;

b. Person includes natural persons, companies, partnerships, associations, governments, organisations, states, government or state agencies, foundations and trusts;

c. Company shall include any company, corporation or other body corporate, wherever and however incorporated or established; and

d. Party includes a reference to that Party's successors in title, permitted assignees and transferees (if any);

2.2. Words denoting the singular shall include the plural and words denoting the plural shall include the singular;

2.3. Words denoting gender shall include all genders;

2.4. Headings are for convenience only and do not affect the interpretation of these Conditions;

2.5. The word "**including**" and similar expressions will not be construed as words of limitation and shall be read as "including, but not limited to";

2.6. "**data**", "**data subject**", "**personal data**" and "**processing**" have the same meaning as those terms are defined in the Data Protection Legislation; and

2.7. Where text with a character count limit is identified, unless otherwise specified, the character count shall include spaces and the text shall be plain text.

## 3. Binding Contract

3.1. These Conditions and the Service Rules relating to each applicable Service as at the date of the Advertisement Order (without prejudice to clause 25) are incorporated into the Agreement which comprises a legally binding contract between you and us.

3.2. Other than where clause 3.3 applies, your submission of an Advertisement Order to us shall comprise an offer, and our delivery of a Confirmation of Order to you shall comprise acceptance. The Agreement shall become binding upon our issuing a Confirmation of Order to you, unless you notify us of any material difference between the Services intended on the Advertisement Order and the Services on the Confirmation of Order within five Business Days after which you shall be deemed to warrant the Confirmation of Order correctly identifies and particularises the Services and sets out the terms and conditions of the contract between the Parties.

3.3. In respect of any Agreement formed under paragraph 3 of the <https://localweb.uk> Prominence Adverts Service Rules, the Agreement is made up of:

a. the applicable Service Rules;

b. these Conditions; and

c. the Advertisement Order

and the Agreement shall not be formed until the passing of the final date on which you may write to us in accordance with that paragraph 3.

## 4. Order of Precedence

4.1. In the event of any conflict between these Conditions, any applicable Service Rules, the Confirmation of Order, or the Advertisement Order, the order of precedence shall be: (i) the Confirmation of Order, (ii) the Advertisement Order, (iii) the applicable Service Rules, (iv) these Conditions.

4.2. In the event of any conflict between the Agreement and a Credit Agreement, the Credit Agreement shall take precedence.

## 5. Our Responsibilities

5.1. We shall endeavour to make <https://localweb.uk> available to users at all times.

5.2. We shall perform the Services (or arrange the provision of the Services, as applicable) in the Confirmation of Order, in accordance with Good Industry Practice and the applicable Service Rules.

## 6. Your Responsibilities

6.1. You shall provide us with any Content reasonably required from you to perform the Service and in a suitable format as specified by us. We shall have the right to change Content provided by you as we deem necessary or convenient to provide or optimise the Services.

6.2. You shall take such reasonable steps as are required to receive or maintain the Service where the nature of the Service requires your periodic attention, including maintaining your own computer systems.

6.3. To the extent that the provision of a Service relates to an Advertisement displayed, syndicated or distributed via your business website, or using Content from your business website, you grant to us the right to access, copy, store, compile, recompile and index such website and any Content comprised therein, including by automated means such as web 'spiders' or 'crawlers'. You warrant that you have all necessary IPR to grant such rights. All terms and conditions applicable to such a website which may otherwise prevent such use of the website or its Content shall be excluded as between the Parties.

6.4. You are responsible for arranging your online access to the Services and for paying any relevant fees, for example, to your broadband supplier. You are also responsible for having all the necessary equipment for accessing the Service.

6.5. You shall be responsible for taking and maintaining backups of any Content provided by you and for which you are responsible for use beyond the scope of the Services or beyond the Term. We are not responsible for storing any Content associated with the Service following termination or expiry of the Services for any reason.

6.6. If your activities, conduct, advertising or promotion fall within the Financial Services Regulatory Regime, you shall:

a. Complete and sign a Credit and Financial Services Advertising Customer Declaration ("**CFSA Customer Declaration**"), which is available from our sales representatives; and

b. Fully comply with the terms and conditions on the CFSA Customer Declaration.

6.7. Where the Agreement concerns the display of any Content which consists of or includes anything within the Financial Services Regulatory Regime, you shall within seven days of a request from us, provide or arrange the provision of:

a. Proof that you are authorised by the Financial Conduct Authority or that you are an appointed representative as indicated in the CSFA Customer Declaration; and

b. A certified copy of the authorised person's written approval or an explanation of the applicable exemption or other reason why section 21(1) of the FSMA does not apply to the activities, conduct, advertising or promotion referred to in our request.

We may make such a request any time after the date on which your Advertisement was first displayed.

6.8. Where the Agreement concerns the display of any Content which consists of or includes content governed by CONC, you guarantee that:

a. You hold any authorisation as may be required pursuant to the FSMA;

b. The final Content to be displayed in an Advertisement complies in all respects with CONC as at the proposed date the Advertisement is to be first displayed and has been certified as compliant and suitable for display on our Service by a person of appropriate expertise;

c. Any Annual Percentage Rate ("**APR**"), including any typical APR, in the Content:

i. Has been calculated, as at the commencement date of the publication period set out in the CFSA Customer Declaration, in accordance with the provisions of CONC; and

ii. Has been certified as correct and suitable for display on our Service in writing by a person of appropriate expertise such as your auditor, compliance officer or chartered accountant;

d. You shall immediately notify us if you become aware of any event or matter which causes, or could cause, the display of the Content or any part of the Content in an Advertisement to be in breach of the Financial Services Regulatory Regime; and

e. You shall, within seven days of a request from us, provide:

i. Proof that you are appropriately authorised by the Financial Conduct Authority,

ii. A certified copy of the certificate of compliance, and/or

iii. APR calculations and certification as correct and suitable;

f. You warrant that:

i. The information provided by you on any CFSA Customer Declaration is true, correct and not misleading and will remain so for the duration of any Agreement between us; and

ii. Without prejudice to the preceding sub-clause, you shall notify us immediately if at any time after the date on which you complete and sign a CFSA Customer Declaration any of the information provided by you on such CFSA Customer Declaration ceases to be true, correct and not misleading.

6.9. We may investigate your online activities, account and any Agreement for click-fraud or other similar activities. You undertake to provide us with reasonable assistance at your own expense in all such matters.

## 7. Content Issues

7.1. We shall have the right to decline, suspend or cease to publish any Advertisement or part of any Advertisement, or suspend any Service, immediately and without prior notice, where:

- a. An Advertisement provides an address (including a branch address) that is not a genuine trading address or otherwise includes inaccurate business and contact particulars;
- b. An Advertisement includes a competition which is in breach of relevant advertising, trading or consumer protection laws, regulations or standards;
- c. An Advertisement includes the personal data of any data subject without a clear lawful basis for processing under the Data Protection Legislation or where the data subject makes a complaint about their privacy rights being infringed contrary to the Data Protection Legislation;
- d. We consider the Content is or may be contrary to or infringes the Advertising Policy, Service Rules, the terms of any law, or the rights of any person;
- e. We consider the Content may subject us to a Claim, prosecution, criticism or embarrassment;
- f. We consider any Content (including a hyperlinked external website) or your use of the Services is or may be unlawful, misleading, offensive, prejudicial, inflammatory;
- g. You have failed to provide any information or document requested by us pursuant to clause 6;
- h. You have notified us that the display of Content on our Service submitted with a CFSA Customer Declaration may constitute a breach of the Financial Services Regulatory Regime and you fail to provide suitably amended, and where relevant certified, Content within the time specified by us or where such notification has been given in insufficient time to enable us to process any amendment to the Content before the commencement of the publication period of an Advertisement as set out in the CFSA Customer Declaration;
- i. The Content does not comply with any rules or conditions from time to time applicable to third party services or External Element with which it shall be used including but not limited to Facebook and Google advertising; or
- j. We have reasonable grounds to believe that the owner or controller of IPR in Content used within the Advertisement has not granted, has withheld or withdrawn permission for such use.

7.2. Suspension of your Advertisement or Service pursuant to this clause shall not relieve you of the obligation to pay the Charges in respect of the relevant Service. The suspension shall cease as soon as reasonably practicable following resolution of the circumstances giving rise to the suspension.

7.3. Where we have a right of termination or suspension arising from an issue relating to Content ("**Content Issue**") we shall have the right but not the obligation to change the Content without prior notice as we deem necessary or convenient to remedy the Content Issue. We shall notify you of the change as soon as reasonably practicable.

## 8. Review Process and Amendments to Advertisements

8.1. Once a first version of your Advertisement is ready we will notify you and the Advertisement will be made available for you to review for the Review Period during which you may request any amendments. Once any amendments are ready you will be notified and the amended Advertisement will be made available for you to review for a further Review Period, this process shall repeat until the Advertisement is expressly approved, or deemed approved, by you for publication save that, after three (3) such review processes, we shall have the right to finalise and publish the Advertisement in our sole discretion. If at the end of any Review Period you have not provided any feedback, requested any amendments or indicated your approval, the then-current version of the Advertisement shall be deemed to be approved and shall be published according to the applicable Service Rules.

8.2. We shall not be liable for failure to action a request for amendment of an Advertisement where such request is, in our reasonable opinion, garbled, indecipherable, unclear or has not been received by us in writing by means of your LocalWeb UK Direct Account or other dashboard or platform intrinsic to that Service, or otherwise in the manner specified in the applicable Service Rules.

8.3. Further amendments requested by you in respect of any Advertisement or Service during the Term shall be subject to Fair Usage.

## 9. Free Services

9.1. Free Services shall be provided on an "**as is**" and "**as available**" basis. We shall have the right to change, suspend or terminate Free Services, without liability, at any time, for any or no reason, immediately without notice. These Conditions and the applicable Service Rules shall apply to any Service when provided as a Free Service.

9.2. As consideration for receiving the Free Services, you agree to take part in email or telephone feedback and market research surveys from time to time while you are receiving the Free Services, and for six months afterwards. We shall own all IPR in information so collected and shall have the right to use such information without restriction including in our advertising, promotions and sales and marketing materials.

9.3. Use of the Free Services shall be at your own risk. We make no warranty that the Free Services will be free from faults or defects, of any particular specification or quality, or fit for any particular purpose. We shall not be liable for your reliance on any Free Services, including any loss of, or corruption to, data caused by your use of a Free Service. We exclude our liability for the provision of Free Services to the fullest extent permitted by law.

## 10. Trial Services

10.1. We shall provide Trial Services for the time period specified in the applicable invitation to treat, offer, promotion or Service Rules ("**Trial Period**") as a Free Service. We shall have the right to change, suspend or terminate Trial Services, without liability, at any time, for any or no reason, immediately without notice. These Conditions and the applicable Service Rules shall apply to any Service when provided as a Trial Service.

10.2. The Trial Services will be automatically cancelled at the end of the Trial Period. If you want the Service to continue after the end of the Trial Period, you will have the option to place an Order for a Service of the same Service category. Some of the basic options for the Services you might order may be Free Services.

10.3. Use of the Trial Services shall be at your own risk. We make no warranty that the Trial Services will be free from faults or defects, of any particular specification or quality, or fit for any particular purpose. We shall not be liable for your reliance on any Trial Services, including any loss of, or corruption to, data caused by your use of a Trial Service. We exclude our liability for the provision of Trial Services to the fullest extent permitted by law.

## 11. Beta Services

11.1. We shall provide Beta Services for the time period specified in the applicable Advertisement Order or other invitation to treat, offer, promotion or Service Rules.

11.2. Beta Services shall be provided on an "as is" and "as available" basis. We shall have the right to terminate Beta Services, without liability, at any time, for any or no reason, immediately without notice. These Conditions and the applicable Service Rules shall apply to any Service when provided as a Beta Service.

11.3. Use of the Beta Services shall be at your own risk. We make no warranty that the Beta Services will be free from faults or defects, of any particular specification or quality, or fit for any particular purpose. We shall not be liable for your reliance on any Beta Services, including any loss of, or corruption to, data caused by your use of a Beta Service. We exclude our liability for the provision of Beta Services to the fullest extent permitted by law.

## 12. Profile Pages on <https://localweb.uk>

12.1. Images on Profile Pages must only show your business's premises, products, services, or trade association logos where the business is a member of that association and in compliance with the association's rules. You shall be responsible for uploading images online at <https://localweb.uk>

12.2. Links to external websites included on Profile Pages must be live or have a high quality and informative holding page and must allow Users to return to <https://localweb.uk> by clicking on the "Back" button on their browser.

12.3. The logo for your business must be the correct logo for your business and shall not infringe the IPR of any third party. You shall indemnify us for any Costs incurred by us in the event that any third party brings a Claim or objection against us for infringement of IPR or for other Claims or objections including for misrepresentation or misleading consumers.

## 13. Permissions

13.1. You acknowledge that your data including personal data will be processed, and you may be contacted including for the purposes of direct marketing, in accordance with our Privacy Policy located at (<https://business.https://localweb.uk/legal/privacy-policy-advertisers/>).

13.2. Where you access or use any part of our email messaging services, you agree that we may monitor emails received by you using this or any other functionality provided by us to help us customise our functionality or otherwise improve the Services.

13.3. We may contact you about your LocalWeb UK Account and your Services using any of the contact details you have provided to us and all such communications will be deemed to be with you or your authorised representatives. We have no obligation to verify the identity of anyone communicating with us via those contact details.

13.4. Unless you tell us otherwise, we will issue all account communications (including any Confirmation of Order, invoice, and statements) to your LocalWeb UK Account. You shall be responsible for accessing your LocalWeb UK Account and checking your invoices.

## 14. User Generated Content

14.1. We shall have the right to encourage and permit users to publish User Generated Content on <https://localweb.uk> including in relation to you and your business. You acknowledge that for these purposes we act as a passive conduit for User Generated Content and it is not practicable for us to, and we will not monitor, review or moderate any User Generated Content published to <https://localweb.uk>. Instead we operate a "notice and take down" procedure ("NTD Procedure") which you agree to use as the sole remedy for User Generated Content to which you have any Claim or objection.

14.2. The NTD Procedure shall comprise the following:

a. You must notify us immediately upon becoming aware of any User Generated Content to which you have any Claim or objection ("**Complaint**");

b. We shall review the User Generated Content and may take such action as we deem appropriate including removal of the User Generated Content, initiation of the process set out pursuant to section 5 of the Defamation Act 2013, or rejection of the Complaint.

14.3. Unless otherwise specified in the Complaint you acknowledge that we have the right to disclose your identity and contact details to the person responsible for an item of User Generated Content.

14.4. We reserve the right to refuse to disclose, unless compelled to do so by law, the identity or contact details of any person who is responsible for User Generated Content.

14.5. We will not be responsible or liable to your or any third party for the content or accuracy of any User Generated Content posted on <https://localweb.uk>. You shall indemnify us for any Costs incurred by us if you do not attempt to resolve a complaint regarding User Generated Content by the NTD Procedure.

## 15. External Website Elements

15.1. External Elements, including functions and design elements on <https://localweb.uk> may be under licence from third parties including by Google or Facebook.

a. You agree to be bound by the terms and conditions applicable to the use of such External Elements, and you release us from any liability for breach of the Agreement necessitated by the terms and conditions applicable to the use of such External Elements;

b. You acknowledge such third party's functionality:

i. Is not within our influence or control;

ii. May be subject to change without notice; and

iii. May be subject to criteria for service provision, compliance with which shall be your responsibility; and

c. Where such functionality requires an account with the third party, you authorise us to:

i. Set up and administer such an account on your behalf; and

ii. Publish such pages and profiles as are necessary for the functionality on your behalf, including by publishing Content you have provided to us for any related purpose and by our creating or otherwise providing Content; and

d. We shall have no liability in respect of such functionality including any changes or cessation of functionality or compliance with conditions for use as in effect from time to time.

15.2. The Google Maps service made available to you as part of any Service and on <https://localweb.uk> is under licence from Google Inc. By using the Google Maps service and any data or information accessed from Google Maps in any Service, you agree to be bound by the Google Maps terms and conditions available at: [http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html) as may be amended from time to time.

## 16. Third Party Services

16.1. Where a Service includes acting on your behalf in any capacity in respect of a service conducted by a third party including third party directories, social media, and search engines ("**Third Party Service**") you authorise us to:

- a. Set up any necessary logins or accounts on your behalf,
- b. Operate the Third Party Service on your behalf,
- c. Publish all Content associated with the Service to the Third Party Service; and

you indemnify us for any Costs incurred in respect of the Third Party Service.

16.2. Where Services involve publication of your Content on Third Party Services, we shall have no liability in respect of the features, timeliness or availability of such Third Party Services, which shall be considered beyond our reasonable control including where your Content or Created Content is rejected by the Third Party Services.

16.3. We may modify the content, size and/or format of Advertisements to the extent reasonably required to comply with the technical specifications and policies of any Third Party Service from time to time.

16.4. You acknowledge that we cannot guarantee any specific positioning for Advertisements or any leads from or responses to such Advertisements. You acknowledge that our past performance is not indicative of any future results you may experience.

## 17. Internet Security

17.1. You shall not engage in any activity that interferes with or disrupts <https://localweb.uk> or the servers and networks that host <https://localweb.uk>, nor attempt to circumvent, disable or otherwise interfere with security-related features of <https://localweb.uk> or features that prevent or restrict use or copying of any Content or enforce limitations on the use of <https://localweb.uk> or the content therein.

17.2. We shall have the right to refer any suspected fraudulent, abusive or illegal activity to appropriate regulatory and/or law enforcement authorities without notice to you.

17.3. You shall comply with all written security or network access requirements that we provide to you.

17.4. You shall keep confidential any passwords or access codes that we provide to you, and you shall have absolute liability for all actions taken when your logon details are used other than where such use is as a result of our failure or breach of data security.

17.5. You shall notify us immediately if you become aware of any unauthorised use of passwords or access codes that we give you or any other breach of security that could affect us or the Services.

17.6. We shall have the right to sign you out of the Services if you are inactive for an extended period of time and to modify your user settings without notice.

17.7. You warrant that Content uploaded by you or on your behalf to <https://localweb.uk> or to other computerised systems in connection with the Agreement, shall be free from viruses, fault or other conditions that could damage or interfere with computer systems.

17.8. You warrant that you shall not:

a. Tamper with, update, change or gain unauthorised access to any part of any of our Services, the software or systems that we use to run the Services, and the security measures applied to our Services;

b. **Use any automated** means to monitor or copy the Services or Our Content;

c. Modify, edit, reverse assemble, reverse engineer, decompile, distribute or display any part of our Services or make other works based on any part of our Services;

d. Use the Services to store or transmit viruses, bugs, trojans and other forms of computer programming malware;

e. Interfere with or disrupt the performance of the Services or any third party data;

f. Disable any licensing or control features of the Services or in any way interfere with features which place limitations on the use of the Services;

g. Remove, obscure, or alter any notice of copyright, trade mark or other mark or wording relating to ownership rights, which is contained in our Content or any aspect of the Services;

h. Use the Services in a way that interferes with their normal operation or that consumes a disproportionate share of their resources;

i. Use the Services to collect or use, or to distribute software that collects, personal data including email addresses, screen names, other identifiers or information; or

j. Use the Services to monitor data or traffic on any network or system.

## 18. Payment

18.1. You shall pay the Charges for each Service as set out in the Advertisement Order. Charges are noted in the Advertisement Order exclusive of VAT and any other applicable taxes, which you shall pay in addition.

18.2. Payment shall be made in pounds sterling (indicated with the symbol "£" in the Advertisement Order) by electronic funds transfer (including by BACS transfer or Direct Debit), cheque or credit card payment.

18.3. Where a Service is subject to a Monthly Rolling Term:

a. The Charges in respect of each Service Month shall be paid by Direct Debit in that Service Month and in accordance with the Direct Debit mandate set up at the time your Advertisement Order was given;

b. You shall do nothing to block, delay or otherwise invalidate the payment of any Direct Debit payment; and

c. You shall not cancel a Direct Debit or claim a refund under the Direct Debit Guarantee in respect of any Service Month, and we reserve the right to immediately initiate debt recovery procedures in the event of breach of this sub-clause,

subject always to your rights (qualified by your obligations) under clause 19.4 below. You indemnify us without limitation (notwithstanding any other clause of these Conditions) for any Costs arising due to your breach of this clause.

18.4. Except where a Service is subject to a Monthly Rolling Term payable by Direct Debit, we shall issue you with an invoice for the Charges and you shall pay us the Charges. The Charges shall be due and payable by the due date specified on the invoice.

18.5. Unless you notify us to the contrary, we shall be entitled to apply any payment made to the earliest outstanding Charges due and payable by you in respect of any Agreement or Service.

18.6. You shall have no right of set-off in respect of any sum that we may owe to you against any Charges due and payable under this Agreement.

18.7. Interest on any amounts payable pursuant to this Agreement remaining unpaid beyond the Interest Date shall compound and accrue daily at an effective rate equivalent to a per annum rate of 5% above the Interest Rate determined on a daily basis. Interest shall be due and payable immediately upon accrual and shall not require invoicing.

18.8. If you have entered into a Credit Agreement with us, payments may be made by instalments in accordance with and subject to the Credit Agreement.

18.9. Reductions or discounts arising pursuant to a promotional offer shall be applied to Charges where shown on the Advertisement Order and you continue to meet all the terms of eligibility for the promotional offer. Terms of eligibility of promotional offers will be made available on request.

## 19. Term, Termination and Early Payment

19.1. The Agreement shall commence on the Effective Date notwithstanding that the Confirmation of Order may be issued or received after the Effective Date.

19.2. Unless it is terminated earlier in accordance with these Conditions, the Agreement shall continue until expiry of the term of all Services on the Confirmation of Order.

19.3. The term of each Service shall commence on the Service Commencement Date and, with the exception of 'one off' Services, shall continue for the Initial Period plus:

a. Each Renewal Period for Services on a Fixed Term basis; or

b. Indefinitely for Services subject to a Monthly Rolling Term;

until or unless terminated in accordance with the Agreement.

19.4. The length of the Initial Period and the total of the Charges payable by you in respect of that period have been set having regard to the cost of providing the Services (to you and to others on similar terms) and our business operating requirements and objectives. We offer the payment of such Charges spread over the Initial Period and the terms on which you shall do so are set out in the Confirmation of Order and clauses 18 and 19 respectively. However, you have the right to terminate this Agreement during the Initial Period, in which case you shall pay 80% of the total of the outstanding Charges payable in respect of the Initial Period (plus any applicable taxes such as VAT and any third party costs which LocalWeb UK has incurred and which shall be recoverable in their entirety), and we will cease to provide the Services. Non-payment of any instalment payment due in respect of any part of the Initial Period shall be deemed to constitute termination of the Agreement by you.

19.5. You may notify us in writing that you want us to permanently remove your Advertisement from display on <https://localweb.uk> or, in relation to our display advertising service, from our partner websites. We will endeavour to action this request as soon as is reasonably practical. You shall not be discharged from your obligations to pay the full amount of the Charges contracted for the term of the Service, notwithstanding the removal of an Advertisement.

19.6. Where a Confirmation of Order specifies that a Service is on a try-before-you-buy basis you may terminate the Service without further liability by giving written notice on or before the opt-out date specified on the Confirmation of Order. Otherwise after the opt-out date the Service shall continue as a Service subject to a Monthly Rolling Term with no Initial Period.

19.7. Where a Service is subject to a Monthly Rolling Term you may terminate the Service after the expiry of any Initial Period by giving notice 14 days prior to expiry of the Initial Period or end of the then current Service Month, otherwise notice shall be effective as of the end of the next Service Month. Notice pursuant to this clause shall be by telephoning our customer services team on +44 800 555 444 or emailing us at [service@https://localweb.uk](mailto:service@https://localweb.uk), and quoting your account number.

19.8. Where a Service is on a Fixed Term basis, at the end of the Initial Period and each Renewal Period the term shall extend for subsequent periods of duration equal to the Renewal Period unless either Party gives notice not to renew at least 90 days prior to expiry of the then current term.

19.9. If you terminate or opt out of any Agreement and you subsequently wish to advertise with us, a new Agreement shall be required.

19.10. The Agreement shall immediately terminate without notice, if:



a. Notice is given, a resolution is passed, or an order is made, for:

i. The winding up of, or the appointment of an administrator over, the other Party (being a company);

ii. The bankruptcy of the other Party (being an individual); or

iii. The bankruptcy of a member of the other Party (being a partnership);

b. The other Party (being an individual) or a member of the other Party (being a partnership) dies or by reason of illness or incapacity (whether mental or physical) is incapable of managing his or her own affairs; or

c. Any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause.

19.11. Either Party may suspend some or all of its obligations pursuant to the Agreement immediately upon written notice if:

a. A petition for the winding up of the other Party (being a company) is filed;

b. A petition for the bankruptcy of the other Party (being an individual) is filed;

c. An application is made to a court for the appointment of an administrator or if a notice of intention to appoint an administrator is given in respect of the other Party;

d. A receiver is appointed over all or any of the assets of the other Party; or

e. Any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause.

19.12. Either Party may terminate the Agreement immediately upon written notice if:

a. The other Party commits an irremediable material breach of the Agreement;

b. The other Party commits a material breach of the Agreement and fails to remedy that breach within 30 Business Days of being given written notice to do so;

c. The other Party repeatedly breaches the terms of the Agreement and such breaches continue after 10 Business Days of being given written notice of such breaches;

d. The other Party is unable to pay its debts as they fall due and payable within the meaning of Section 123 of the Insolvency Act 1986; or

e. The other Party suspends or ceases carrying on all or a substantial part of its business.

19.13. We may, without prior notice, immediately suspend any or all Services provided to you if:

a. You engage in any Click Fraud or Astroturfing in respect of any Service (whether yours or a third party);

b. You fail to pay any amount due pursuant to the Agreement or any other agreement between you and LocalWeb UK when due and payable; or

c. We otherwise have a right of termination without prejudice to the exercise of such right, excluding our right to terminate for any or no reason pursuant to clause 19.14.

Suspension of your Services pursuant to this clause shall not relieve you of the obligation to pay the Charges in respect of such Services. The suspension shall cease as soon as reasonably practicable following resolution of the circumstances giving rise to the suspension.

19.14. We may terminate any Service or part thereof, at any time for any or no reason, by giving 14 days written notice. In the event of termination pursuant to this clause, you shall be released from further liability in connection with the Service and shall be entitled to a pro-rata refund any Charges you have already paid to us and which relates to a period after the date that the Service has terminated.

## **20. Suspension of Services**

20.1. We may temporarily suspend any Service at any time:

a. To carry out essential maintenance;

b. To prevent or respond to hacking attempts, service attacks or other similar activities directed at our systems, or to deal with any other emergency technical issue; or

c. If we have reason to believe that you are no longer using the Services or that the password and access codes we have provided to you are being misused, including where you fail to respond to email from us regarding your contact information;

d. Where you do not accept our decisions to amend or reject an amendment of your Advertisement under clause 8.3 (regarding Fair Usage).

Suspension of your Services pursuant to this clause shall not relieve you of the obligation to pay the Charges in respect of such Services. The suspension shall cease as soon as reasonably practicable following resolution of the circumstances giving rise to the suspension.

## **21. Limitation of Liability**

21.1. Nothing in this Agreement shall limit either Party's liability for:

a. Death or personal injury caused by such Party's negligence;

b. Fraud or fraudulent misrepresentation; or

c. Such other liability which cannot be excluded or limited by applicable law.

21.2. We shall not be liable for any consequential, indirect, exemplary, punitive, special, incidental or reliance damages, or for any damages related to lost profits, lost data, lost opportunity or business interruption, howsoever caused (including by our negligence, but without prejudice to clause 21.1.a) and even if a Party knew or should have known of the possibility of, or could reasonably have prevented, such damages.

21.3. In all other cases our aggregate liability shall be limited to the total Charges paid by you in respect of the Service that is the subject of the Claim in the twelve (12) month period preceding the cause of action arising.

21.4. If we are responsible for an error or omission in an Advertisement we shall correct the error or omission as soon as reasonably practicable upon receipt of written notification and without charge to you, and at our sole discretion may reduce the Charges for such Service by such amount as is fair and reasonable having regard to the nature of the error or omission, or extend the duration of the Advertisement as compensation. We shall have no further liability in respect of an error or omission in an Advertisement for which we are responsible, and you release and hold us harmless from any Claim thereby arising.

21.5. If you are responsible for an error or omission in an Advertisement we shall correct the error or omission as soon as reasonably practicable upon receipt of written notification and subject to your payment of any further charges as is fair and reasonable having regard to the nature of the work likely to be required and expenses likely to be incurred to correct the error or omission as determined at our sole discretion. We shall have no liability in respect of an error or omission in an Advertisement for which you are responsible.

## 22. Warranties and Disclaimers

22.1. Each Party warrants that it has all necessary power and authority to enter into and perform its obligations pursuant to the Agreement.

22.2. Unless expressly stated in the applicable Service Rules we make no representations, warranties or guarantees that an Advertisement or Service shall generate any particular volume of Impressions, Clicks, calls, business opportunities, or any particular profit or revenue.

22.3. The appearance, including the look, functionality and formatting, of Services may:

a. Vary depending upon the browser or device, including mobile platforms, used by the User; and

b. Be changed by us without notice.

22.4. Except as expressly stated in the Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law. You shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person or agent (whether party to the Agreement or not) other than as expressly set out in the Agreement.

22.5. You acknowledge that computer and telecommunications systems are not uninterrupted or fault free and we do not make any representation or warranty in relation to such systems and the availability thereof. You further acknowledge and agree that occasional periods of downtime for repair, maintenance and upgrading may be required and we cannot therefore guarantee uninterrupted provision of Services. We will take all commercially reasonable steps to minimise any such periods of interruption or non-availability. You shall promptly notify us if you notice any problems with the availability or functioning of the Services so that we can try to fix these problems.

22.6. We make no warranty and give no representation of any kind in relation to Third Party Data, and we shall not be liable for inaccuracy in or arising out of Third Party Data.

22.7. You warrant that all Content you provide to us complies with:

a. The CAP Code;

b. All applicable guidance, codes or other regulations made available by any competent authority having jurisdiction over or responsibility for the regulation of advertising in the United Kingdom, including Ofcom, PhonepayPlus, and the Advertising Standards Authority;

c. The Advertising Policy; and

d. All applicable laws and regulations, including the Consumer Protection from Unfair Trading Regulations 2008, the Business Protection from Misleading Marketing Regulations 2008, the Trade Description Act 1968, the Consumer Rights Act 2015, the Consumer Credit Act 1974, the Local Government (Miscellaneous Provisions) Act 1976, the Surrogacy Arrangements Act 1985, FSMA, FSMA (Financial Promotion) Order 2005, CONC and the Data Protection Legislation.

and otherwise complies with clause 7.

22.8. You warrant that:

a. You are acting and shall act in a business capacity on behalf of your business and not as an individual or as a consumer;

b. The Agreement is entered into and shall be operated solely for legitimate business activities;

c. You own or hold sufficient rights in all relevant IPR to enable us to use Content you provide to us in connection with the Services;

d. All electronic files you provide to us have been produced using properly licensed software and are free from viruses and any other harmful software;

e. Where Content comprises in whole or in part material that has previously been published in other media including printed directories, you own or hold sufficient rights in all relevant IPR necessary to reproduce that material in any other media channel requested by you;

f. Where you have provided us with a brief or instruction for the development of Created Content, the Created Content does not and shall not infringe, contravene or otherwise impair the IPRs of any third party;

g. Where the Service requires us to link to your website, warrant your website will comply with all applicable laws and regulatory instruments as set out in clause 22.7;

h. Where any Advertisement containing time dependent or sensitive indications, offers and promotions shall not be presented in a way so as to, or found by a court or other body of competent jurisdiction to, mislead users of our Services; and

i. If an Advertisement consists of or includes a financial promotion (other than a financial promotion to which an exemption under the FSMA (Financial Promotion) Order 2005 applies), prior to first display of the Advertisement the Content shall be approved in writing for the purposes of section 21 of the FSMA by a person authorised by the Financial Conduct Authority.

22.9. If, in our sole discretion, we agree to indemnify you in respect of any third party Claim such indemnity shall be subject to the following conditions:

- a. You shall give us immediate written notice upon becoming aware of any such Claim;
- b. You shall promptly forward to us all documents and correspondence received in respect of such Claim;
- c. You shall not admit liability, make any admission, settle or otherwise compromise the defence of such Claim;
- d. You grant us full control and conduct of the Claim on your behalf; and
- e. You shall co-operate in full and without delay or reservation in the conduct of the Claim and any defence;

failing any of which we shall have no liability to you in respect of such Claim.

22.10. We do not, in any circumstances, approve or endorse any product or service that you may market or sell through your use of the Services.

### 23. Performance

23.1. Our tracking and reporting of the performance of any Service or Advertisement shall be determinative for the purposes of this Agreement including for measuring performance against commitments and key performance indicators specified in the applicable Service Rules.

23.2. Where a Service includes SEO we shall endeavour but do not guarantee to implement or recommend strategies to increase the amount of visitors to the relevant website by improving the ranking on search results pages of a search engine including Google, Bing or Yahoo. You acknowledge that the factors which affect ranking on such search results are outside our control, not made known by search engines, and often change without notice. Notwithstanding any term, condition or representation to the contrary (but without prejudice to clause 21.1.b) the Agreement shall exclude any undertaking or warranty as to the success or performance that can or shall be achieved by means of SEO. We shall have no liability for which the cause of action includes the performance of a website in search engine rankings.

### 24. Intellectual Property Rights

24.1. You shall not use any Content, process or software available or identifiable on <https://localweb.uk> for commercial or derivative purposes unless you have obtained our express written agreement. You shall not decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to <https://localweb.uk>.

24.2. If you provide any Content to <https://localweb.uk> or otherwise to us in connection with the Agreement you grant to us for the duration of the Service a worldwide, irrevocable, royalty free, transferable, sub-licensable, non-exclusive licence to use such Content for the purposes of:

- a. Providing the Services to you;
- b. Displaying Advertisements in whole or in part by any means, and across any media whether now known or invented after the Effective Date which may include the display of your Content and IPRs on third party properties and platforms to which we syndicate or otherwise distribute Advertisements; and
- c. Our marketing, research and promotional activities;

The rights hereby granted shall also include the right to link your Advertisement to, or present it in conjunction with, other material.

24.3. You warrant that you have all necessary rights to grant the licence referred to in clause 24.2 and that your Content is not defamatory, does not infringe any law or third party rights.

24.4. The continued use of your Content beyond the term of the Agreement shall not constitute an infringement of IPR or a breach of contract where such use arises as a result of our continued use (including display, syndication or distribution) of materials bearing the Advertisement.

24.5. We shall have the right to disclose your intention to use or use of Content to such persons as we reasonably consider to be or have a claim to be the owner of IPRs in your Content, and on request you shall promptly provide us with proof of your IPRs in Content including by way of giving evidence in any Claim brought against us by a third party.

24.6. Nothing in these Conditions provides for any transfer or assignment of ownership of any IPRs.

24.7. Unless otherwise specified in the Service Rules or Confirmation of Order, all IPR in Created Content shall be exclusively owned by us and shall not pass to you, including where the Created Content is derived or developed from Content or instructions supplied by you. You will not have the right to use Created Content in any form or media other than the Advertisements unless you have obtained our written permission.

24.8. Where you transfer to us management of a pre-existing campaign (for example a Google Ads campaign or Facebook Ads campaign):

- a. The particulars and structure of the campaign as it exists prior to our assumption of management shall be considered Content ("**Original Content**");
- b. You grant us perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable IPR to use the Original Content in any way including reproduction and derivative works;
- c. You shall retain IPR in the Original Content; and
- d. We shall retain a copy of the Original Content so far as is technically and reasonably feasible which shall be provided to you on request in the event the Services are terminated.

24.9. We shall have the right to collect information about your use of the Services and your customer's interaction with the Services. Where we combine this information (in a way that ensures that you cannot be identified) with similar information collected from other users of our Services, we will be the sole owner of the IPR in this information.

24.10. If you request or authorise a site scrape of, or use of Content from, your existing website you grant us the right to use, access, copy, store, compile, recompile and index any of such Content including any data and copyright works comprised therein, or any portion thereof, and including by automated means including web 'spiders' or 'crawlers'. Any terms and conditions applied to your existing website which may otherwise prevent such use of the website or its Content are hereby excluded as between you and us.

## 25. Changes to the Services and Conditions

25.1. We are committed to the constant improvement of our products and services. We shall have the right to modify <https://localweb.uk> or any of the Services from time to time without prior notice provided the change is not materially detrimental to the value or function of the Service. If we consider that such modification is reasonably likely to be materially detrimental to the value or function of the Service, we shall notify you of such modification and you shall have the option, if exercised within 14 days of notice or other reasonable period specified within the notice, to terminate the Service without further liability and receive a refund for that part of the Charges paid in advance which relates to a period after the date of termination.

25.2. We may from time to time amend these Conditions and the Service Rules without notice to you. The updated version of the Conditions and Service Rules shall be made available at <http://business.https://localweb.uk/legal>, together with their effective date. You undertake to visit <http://business.https://localweb.uk/legal> regularly to inform yourself as to any changes. If you do not agree with any legal change to these Conditions which has a material prejudice for you or your business, you may notify us in writing within 30 days of the date of the amended Conditions being posted on <http://business.https://localweb.uk/legal> to terminate the Agreement, and thereafter, we will give you a proportionate refund of any Charges paid in advance for the period following termination.

25.3. You may upgrade your Service to a Service subject to the same Service Rules provided that the value of the Service you are upgrading to is the same as, or greater than, the value of the Service you are upgrading from. The Service you upgrade to shall be the "**Service Upgrade**".

Notwithstanding any Initial Period set out in the Confirmation of Order for the Service Upgrade, where you upgrade: i) during the Initial Period the Service Upgrade will be subject to the Initial Period remaining on the original Service; ii) after the expiration of the Initial Period of the original Service the Service Upgrade will continue for the Renewal Period or on a Monthly Rolling Term (as applicable).

Subject to your compliance with your responsibilities under Clause 6 and the applicable Service Rules requests to upgrade:

- a. Pay Per Click and/or Smart Performance Services will be actioned at the end of the then current Service Period. The Monthly Budget received, and any Accrued Amounts shall be applied to the Original Service in the then current Service Period; and
- b. Website, <https://localweb.uk> and/or Connect Services will be actioned as soon as reasonably practicable. A new Service Period will begin on the date the Service Upgrade is published.

You will be invoiced for the original Service up to the date the Service Upgrade is published. You will be invoiced for the Service Upgrade is published.

25.4 You may switch your Service to a Service subject to a different set of Service Rules provided that the value of the Service you are switching to is the same as, or greater than, the value of the Service you are switching from. The Service you are switching to shall be the "**Replacement Service**".

The Replacement Service will be subject to a new Initial Period as set out in the Confirmation of Order, which shall begin on the date the Replacement Service is published. Your original Service will automatically be terminated concurrent with the publication of the Replacement Service.

Subject to your compliance with your responsibilities under Clause 6 and the applicable Service Rules, requests to switch your Service will be implemented as soon as reasonably practicable.

You will be invoiced the Charges for the original Services for the then current Service Period. You will be invoiced the Charges for the Replacement Service from the date it is published. Your LocalWeb UK account will be credited on a pro rata basis for any Charges for the original Service invoiced in the last Service Period after the Replacement Service was published.

## 26. Promotions

26.1. In respect of any promotion or sales offer run in respect of a Service:

- a. without prejudice to the specified duration of any reduction or discount specified in an Advertisement Order in accordance with clause 18.9, we may, at our sole discretion, change or withdraw any promotion (for example, we may bring forwards, move back any promotion closing date; or, where no promotion closing date is specified, insert a closing date);
- b. To the extent permitted by law, we shall not be liable for any Costs, howsoever arising;
- c. The promotion benefit cannot be claimed or used in connection with any other promotion;
- d. The promotion benefit is not transferable and there shall be no cash alternative;
- e. The promotion benefit shall be deemed forfeited where you have not claimed a promotion benefit within 30 days of your entitlement to same being communicated to you, or where we have been unable to contact you by reasonable efforts; and
- f. Unless expressly agreed in writing to the contrary, any promotion is provided conditional upon you maintaining the products or services that are the subject of the promotion for not less than their respective minimum terms. Failure to pay for such products or services, or otherwise any breach of the product terms and conditions by you will result in the revocation of any price reductions or benefits afforded to you as a result of any promotion, with you then being liable for the LocalWeb UK products and services you have received as at the date of the promotion. Any other requirements for the acceptance of the products and services under the promotion will be as made known to you by the sales representative or in collateral prior to offer acceptance.

## 27. General

27.1. Assignment. You shall not assign or otherwise dispose of all or any of your rights or obligations under the Agreement without our prior written consent. Any purported assignment in breach of this clause shall be deemed null and void. We may assign the Agreement to any third party, in full or part, at our sole discretion, by giving written notice of the assignment to you.

27.2. Construction. No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of, or seeks to rely on, the Agreement or any part of it.

27.3. Electronic Commerce and Execution. This Agreement may be executed by electronic signatures including by application of digitised signature, digital pen, typed signature, DocuSign, or similar methods, and such electronic signatures shall be sufficient to bind the Parties to this Agreement.

27.4. Entire Agreement. The Agreement constitutes the entire agreement between the Parties relating in any way to its subject matter and supersedes all prior discussion and any prior agreement. Each Party acknowledges that in entering into the Agreement it has not relied on any warranty, representation or other promise of any nature not contained in the Agreement.

27.5. Ethical Standards. The Parties shall, and shall procure that their officers, employees, agents and service providers shall at all times comply with the Bribery Act 2010. A Party shall notify the other Party if it becomes aware of any breach of suspected breach of this clause that may have a connection to the Agreement. The Party potentially in breach of this clause ("**Party in Breach**") shall provide all reasonable assistance to enable the other Party ("**Other Party**") to investigate the breach or suspected breach of this clause. If the Other Party reasonably concludes the Party in Breach has breached this clause: (a) the Other Party may immediately terminate the Agreement without further liability by giving written notice, and (b) the Party in Breach shall indemnify, defend and hold harmless the Other Party against any Costs arising due to the breach.

27.6. Force Majeure. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations pursuant to this Agreement if such delay or failure is caused by a Force Majeure Event. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. Either Party may suspend or terminate this Agreement immediately upon written notice if a Force Majeure Event occurs and has prevented the other Party from performing its obligations pursuant to this Agreement for four weeks and continues to do so.

27.7. Law and Jurisdiction. The Agreement and any disputes arising out of or in connection with it or its subject matter shall be construed in accordance with and governed exclusively by the laws of England. The Parties irrevocably agree the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.

27.8. Notices. Any notice given in connection with the Agreement shall be in writing to the recipient's registered office address or for LocalWeb UK to the LocalWeb UK Notice Address and for you the email address on the Advertisement Order or any method of contact associated with your LocalWeb UK Account. Notices shall be deemed to have been delivered:

- a. Immediately if delivered in person before 5.00pm on a business day, otherwise on the next business day;
- b. The business day after dispatch if sent by overnight courier;
- c. Two business days after posting if sent by prepaid registered post; or
- d. Immediately upon transmission if sent by email before 5.00pm on a business day otherwise on the next business day.

27.9. Privacy Policy. The Privacy Policy for Advertisers located at <https://business.https://localweb.uk/legal/privacy-policy-advertisers/> is hereby incorporated as a Schedule to these Conditions.

27.10. Relationship between the Parties. The relationship between you and us shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes.

27.11. Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, that provision will be severed from this Agreement and the remainder of the Agreement shall continue in full force and effect to the maximum extent permitted by law.

27.12. Successors. This Agreement shall be binding upon the Parties and their respective successors and assigns.

27.13. Survival. Each indemnity, disclaimer, warranty, undertaking as to defence, undertaking as to confidentiality and release in the Agreement, and agreement as to jurisdiction and governing law, shall survive the expiry or termination of the Agreement. All obligations and debts incurred pursuant to the Agreement prior to its termination or expiry shall survive the expiry or termination of the Agreement.

27.14. Third Parties. Nothing in the Agreement, express or implied, confers upon any third party any right, benefit or remedy under or by reason of the Agreement, the Contracts (Rights of Third Parties) Act 1999 or otherwise.

27.15. Unsolicited Goods and Services Act 1971. Any Advertisement Order for the inclusion of an Advertisement or other particulars on <https://localweb.uk> or in a similar database is intended and shall be construed as the note of agreement or electronic communication required by Section 3 of the Unsolicited Goods and Services Act 1971.

27.16. Variation. No variation, modification or waiver of any provision in the Agreement nor consent to any departure by any Party from any such provision, shall be effective unless in writing and signed by the Parties.

27.17. Waiver. A failure or delay by either Party to enforce any right or remedy available under this Agreement shall not constitute a waiver of such right or remedy or a waiver of other right or remedy. If either Party waives any specific obligation or liability under this Agreement, such waiver will not extend to any other obligations or liabilities under this Agreement.

## SERVICE RULES

INDEX OF SERVICE RULES	
Service name	Service description

**A. PACKAGES**

Packages combine our most popular products at discounted rates. Please see your Advertisement Order for details of Package contents and discounts.

**B. ADVANTAGE WEBSITES**

Advantage Websites is a website design service typically made available before we introduced LocalWeb UK Websites.

**C. CALL COUNTER**

Call Counter services are used to measure the effectiveness of your Advertisement; they are typically not itemised on your Advertisement Order.

**D. CALL RECORDING**

Call Recording services are used to measure the effectiveness of your Advertisement; they are typically not itemised on your Advertisement Order.

**E. REPUTATION MANAGER**

Reputation Manager lets you promote and manage your business' s online reputation; this service was introduced after and building on the success of Connect.

**F. CONNECT**

Connect lets you promote your business' s online reputation; this service was typically

<p><b>G. COST PER CALL</b></p>	<p>made available before we introduced Reputation Manager. Cost Per Call is a metric for measuring the effectiveness of your Advertisement and charging for it accordingly.</p>
<p><b>H. DOMAIN NAME REGISTRATION</b></p>	<p>Domain Name Registration is a way for you to register and manage domain names for your business' s website; this is typically offered as part of LocalWeb UK Websites services.</p>
<p><b>I. FREE LISTING (https://localweb. uk ONLY)</b></p>	<p>Free Listings give your business a free profile on <a href="https://localweb. uk">https://localweb. uk</a>, which may be upgraded to a <a href="https://localweb. uk">https://localweb. uk</a> Prominence Advert at a later time.</p>
<p><b>J. PAY PER CLICK</b></p>	<p>Pay Per Click (PPC) allows you to set up and manage promotion of your business on search engines and including PPC Resale for Google Ads and Bing Ads.</p>
<p><b>K. https://localweb. uk PROMINENCE ADVERTS</b></p>	<p>Local Presence Plus, and Local Presence Adverts let you promote your business on the <a href="https://localweb. uk">https://localweb. uk</a> online business</p>

<p>L. SEO</p>	<p>directory. Please see your Advertisement Order for details of Result Priority levels (e.g. Local Presence Plus, or Local Presence). Search Engine Optimisation involves our optimising your website to get it ranking higher in search engine results.</p>
<p>M. SOCIAL ADVERTISING</p>	<p>Social Advertising lets you promote your business on social media e.g. Facebook.</p>
<p>N. LocalWeb UK AGENCY SOCIAL ADVERTISING</p>	<p>Please see your Advertisement Order for details of your social media campaigns. LocalWeb UK Agency Social Advertising is a bespoke social media advertising service. Please see your Advertisement Order for details of your social media campaigns.</p>
<p>O. VIDEO</p>	<p>Video marketing is a video production service giving you a finished video that you can use to promote your business online.</p>
<p>P. DISPLAY</p>	<p>Display advertising lets you promote your business by placing banner</p>



<p><b>Q. https://localweb.uk DISPLAY</b></p>	<p>advertisements on some of the UK' s most popular websites.</p> <p>https://localweb.uk display advertising lets you promote your business by placing banner</p>
<p><b>R. LocalWeb UK WEB BUILDER</b></p>	<p>advertisements on https://localweb.uk.</p> <p>LocalWeb UK Web Builder is a free tool allowing you to build your own website, which may be upgraded with additional services at a later time.</p>
<p><b>S. LocalWeb UK WEBSITE</b></p>	<p>LocalWeb UK Website is a website design service; this service was introduced after and building on the success of Advantage Websites.</p>
<p><b>T. SMART PERFORMANCE</b></p>	<p>Smart Performance is a blended media solution which simplifies the complexity of managing six digital channels into one to harness the power of these major brands.</p>
<p><b>U. LocalWeb UK MESSAGING</b></p>	<p>LocalWeb UK Messaging enables you to communicate with prospective customers through messages.</p>

**A. PACKAGES**

**1. Definitions.**

**Package** means a bundle of Services. As of April 2019, the following Packages are available: (a) Total Marketing Packages(b) Presence Packages; and, (c). Promotional Packages;

(a) Total Marketing Packages: comprises at least two (2) Services from each of the Presence Package and the Promotional Package,

(b) Presence Package: comprises at least two (2) of the following Services: (1) Websites Premium or Elite; (2) Reputation Manager; and/or (3) Video Motion, Plus or Premium.

(c) Promotional Package: comprises at least two (2) of the following Services: (1) <https://localweb.uk>; (2) Reputation Manager; and/or (3) PPC and/or PPC Plus, (4) Social Advertising and/or (5) Display.

2. Capitalised terms in these Package Service Rules shall have the same meaning as set out in the Conditions.

3. Where there is any conflict between these Package Service Rules and the Conditions, these Package Service Rules shall prevail.

4. Save as otherwise set out in these Packages Service Rules each Service comprised within a Package shall be subject to the Service Rules applicable to that Service.

5. Notwithstanding the definition of "**Service Commencement Date**" and any terms to the contrary in the Service Rules in the Conditions, the Service Commencement Date for all Services in the Package shall be deemed to be the date LocalWeb UK makes the first Service in the Package available to you, notwithstanding that the other Services within the Package may be made available to you at a later date.

6. The Package will be provided subject to a Monthly Rolling Term with an Initial Period of 12 months from the Service Commencement Date.

7. Where you terminate any Service(s) such that the Package comprises only one (1) Service, unless that Service is <https://localweb.uk> Prominence Adverts, we may remove any discount applied to that remaining Service and you will be liable for the full value of that Service as if it had been purchased as a stand-alone Service.

8. You may terminate the Package in accordance with Clause 19.4 or Clause 19.7.

9. Packages can be used in conjunction with website design fee offers but no other offer or discount, unless we expressly agree otherwise.

## B. ADVANTAGE WEBSITES

### 1. Definitions.

**Advantage Website, Advantage Website Plus, and Advantage Website Premium** variously mean Website Design and other Services as specified in these Service Rules.

**Email Forwarding Addresses** means the number of email addresses having the same domain name as the website which will be forwarded to an email address you nominate.

**Included Content Pages** means the number of website pages included in each of the Service Tiers.

**Website Design** means design and delivery of a website that includes a homepage, contact page and an agreed number of Included Content Pages.

2. The Charges shall be an initial fee payable in advance and not refundable if you do not proceed to set your website to live ("**Initial Fee**"), thereafter the fee payable on a monthly basis commencing on the earlier of (a) when the website is set to live, or (b) 45 days after the Effective Date ("**Monthly Fee**").

3. For each of the Service Tiers:

	Advantage Website	Advantage Website Plus	Advantage Website Premium
Initial Fee	£160 plus £10 if a mobile version is included	£360 plus £10 if a mobile version is included	£3,000 plus additional pages or gallery pages at £100 each
Monthly Fee	£30 plus £10 if a mobile version is	£45 plus £10 if a mobile version is	£100

	included	included	included
Initial Period	12 months	12 months	12 months
Included Content Pages	5	10	20
Email Forwarding Addresses	2	5	5

4. A website developed or in development pursuant to these Service Rules shall be considered an Advertisement.

5. A website developed pursuant to these Service Rules shall not be transferrable by you to alternative hosting.

6. **Advantage Website.** An Advantage Website shall include the following Services:

a. Website Design including up to:

i. 5x stock images supplied by us,

ii. 20x images supplied by you,

iii. 5x PDF format files supplied by you, and

iv. Maximum of 1x video on each page.

b. Website copy designed to incorporate business activity and location terms in line with our SEO methodology. You shall be responsible for providing us with keywords for which you wish your website to be optimised, which do not unlawfully infringe or take advantage of a third party's goodwill, reputation or IPR.

c. <https://localweb.uk> Display for your business.

d. SEO for the website.

e. Hosting for the website.

f. Domain Name of the ".co.uk" type, or alternatively use of a domain name you provide for the website.

g. Call Counter for a telephone number to be used on the website. On any mobile site the Call Counter Number can be used via a "click to call" button.

h. Automatic forwarding of emails from the Email Forwarding Addresses to an email address you nominate.

i. Inclusion of social bookmarks in the footer of your website.

7. **Advantage Website Plus.** An Advantage Website Plus shall include all the Services for an Advantage Website, and we shall also perform the following Services:

a. Customised Website Design by a senior web designer. We may include additional pages at our discretion.

b. Website Design including up to:

i. 5x gallery pages or slideshows each inclusive of up to 12 images,

ii. 20x stock images supplied by us,

iii. 65x images supplied by you,

iv. 10x PDF format files supplied by you, and

v. Maximum of 1x video on each page.

c. If your business does not already have a Facebook page we shall set one up for your business with up to five tabs (such as wall, information, photos, videos and a customised website page). Once created we shall enable you to maintain the Facebook page yourself, we shall not maintain or operate the Facebook page for you once created.

d. We shall act as your authorised representative to claim your business listing on Google Places. We shall populate such business listing with content from your website including business name, business address, service coverage area, opening hours, contact telephone number, contact facsimile number, and images. We shall not maintain or operate the Google Places business listing for you once it has been claimed and populated.

8. **Advantage Website Premium.** An Advantage Website Premium shall include all the Services for an Advantage Website Plus, and we shall also perform the following Services:

- a. Report of analysis of the website and online presence of up to three competitors identified by you.
- b. Dedicated account manager for production of your website.
- c. Up to three alternative design outlines for Website Design, from which you can select the preferred design for implementation.
- d. Photo shoot by a professional photographer to capture images for your website if the account manager does not believe you have the right quality or quantity of images available for this purpose. You may change the time or date of your photo shoot by contacting your account manager, however cancellations or rescheduling within 48 hours of the scheduled time shall incur an additional Charge of £250 payable upon request.
- e. Regular performance analysis by your account manager including a quarterly telephone call to discuss overall site performance, trends and make suggestions on how to further develop the site and audience.

9. Website Design Services shall be provided to you as follows:

- a. We will attempt to contact you to schedule an initial telephone consultation. If we are unable to contact you within 5 business days of the Service Commencement Date you shall be responsible for contacting us with your availability.
- b. There will be an initial telephone consultation with a website adviser to discuss your requirements and design options for an effective website. You shall be responsible for providing your design preferences during this initial consultation, and failure to do so may result in rejection of excessive amendments in accordance with these Service Rules. All our designs are based on best practice and whilst it is possible to individually define most aspects of the design (font, colour scheme, layout, header design), there are limitations. Our experts will be able to advise you if your ideas and preferences cannot be implemented.
- c. You will be responsible to deliver to us any Content required or requested to complete the Website Design. We may reject any such Content as unsuitable.
- d. In order to make your website more effective, we may need to limit the number of images on your website.
- e. Once an initial version of the website is completed we will commence the review, amendment and publication process set out in the Conditions, where publication shall mean setting the website to live.

10. The mobile version will include Content from your desktop version and will have the same number of pages and the same styles as the desktop version. The Content from your desktop website will be optimised for mobile browsing on your mobile site, including touch enabled slideshows, advanced menu options, social icons and content sliders.

11. We shall have the right to update your website from time to time without prior notice to you in order to improve the website's functionality, Content and design, deal with any claims of infringement of a third party's IPR, or respond to any alleged breach of law.

12. We shall have the right to include a link to <https://localweb.uk> at the bottom of each page of your website (eg in the footer).

## C. CALL COUNTER

### 1. Definitions.

**Associated Service** means a Service which includes the Call Counter, or a Service the Call Counter is intended to support or facilitate.

**Call Counter** means a Service whereby we provide you with a telephone number which records and reports to us the number of incoming telephone calls.

**Call Counter Number** means the telephone number for a Call Counter.

**Customer Line** means the telephone line nominated by you to receive incoming calls from individuals who have dialled the Call Counter Number.

2. We shall endeavour to provide, but do not guarantee to provide, the Call Counter from the Service Commencement Date. Allocation of Call Counter Numbers is subject to availability and our eligibility criteria, and if we are unable to allocate Call Counter Numbers to you by the Service Commencement Date: (i) the Associated Services shall be set live with the Customer Line, and (ii) where possible we may at any time replace the Customer Line with the Call Counter Number on the Services when a Call Counter Number is available and eligible.

3. Where there is an Associated Service the term of the Call Counter shall co-terminate with the Associated Service, unless the Associated Service is on a Pay for Performance basis, in which case the term of the Call Counter shall continue indefinitely after termination or expiry of the Associated Service until terminated at LocalWeb UK's sole discretion, such termination being effective immediately upon LocalWeb UK ceasing to provide the Call Counter and there shall be no requirement to give notice of termination to you.

4. The Call Counter Number shall only be displayed on, or distributed via, the Advertisements specified on the Advertisement Order for that Service. You shall not make use of or promote the Call Counter Number in any other publication or media including your stationery, vehicles or other property.

5. Incoming calls to the Call Counter Number shall be connected to the Customer Line. We shall have the right to pass details of the Customer Line to our telecommunications suppliers.

6. We shall have the right to access and view all data relating to calls made to the Call Counter Number and to use aggregated data for our own research and for inclusion in marketing, publicity and promotional material.

7. We shall have the right but not the obligation to disclose to you any data relating to the Call Counter Number in such format and times as nominated at our sole discretion.

8. LocalWeb UK shall retain all rights in the Call Counter Number, including any goodwill. LocalWeb UK shall not be required to transfer the Call Counter Number to you or any third party at any time.

9. We do not guarantee the same Call Counter Number shall be provided for renewal or re-ordering (including cancellation and replacement of existing Services, or reinstatement of past Services) of the Call Counter or Associated Service.

10. We shall have the right to perform such test calls as are reasonably necessary to check the operating status of any Call Counter. Such test calls shall be disregarded for the purpose of any reported statistics and calculation of Charges.

11. We shall have the right to terminate a Call Counter at any time, for any reason (including, but not limited to where you fail to pay any amount due and payable) or no reason, and without giving notice to you.
12. We shall have the right to set up a divert message service for Call Counter Numbers if an operational issue arises after the Service Commencement Date.
13. Call Counter Numbers with a different geographic area code to the one in which you are primarily located ("Out of Area Number") may be offered to you at our sole discretion. Where we agree to provide you with an Out of Area Number you:
- Confirm that you require a telephone number with the relevant geographic area code;
  - Acknowledge the provision of Out of Area Numbers is regulated by Ofcom by its Telephone Numbering Plan;
  - Acknowledge the use of Out of Area Numbers in advertising is subject to the CAP Code and warrant you shall comply with the CAP Code;
  - Acknowledge that it is your sole responsibility to ensure that your end customers are not misled and we shall have no liability in respect of your use of such a Call Counter Number;
  - Warrant the Out of Area Number shall only be used without qualification if the number corresponds to a permanent base within the area in which you conduct business;
  - Shall only use phrases in Advertisements that imply a local presence where there is a valid localised presence, such phrases include "local", "serving the XXXX area", use of a map/name of the local area, "established in XXXX since", "looking for YYYY in XXXX" where XXXX indicates the area and YYYY indicates the services or products offered by the business;
  - Shall make clear wherever the Out of Area Number is published the geographic location where your business is based irrespective of the Out of Area Number geo code, eg "Call Bournemouth 01202 123456 – Head Office: 15 Anytown Rd, Anytown SL99 1ZZ";
  - Warrant you shall not quote false local contact details which imply that you trade from a location that you do not in fact trade from.
14. We may, at our sole discretion, agree to provide you with a call recording facility in conjunction with your Call Counter and subject to our Service Rules for Call Recording which shall take priority in the event of conflict with these Service Rules for Call Counter.

## D. CALL RECORDING

### 1. Definitions.

**Call Recording** means a Service whereby we provide recording of telephone calls on a Call Counter Number.

2. Call Recording is offered as an additional benefit to Call Counter on request and without obligation. We may withdraw Call Recording at any time for any or no reason however we shall endeavour to provide as much notice as is reasonably practicable. Withdrawal of Call Recording shall have no effect on the underlying Call Counter.
3. For telephone calls made to the Call Counter Number with Call Recording:
- The caller shall hear an initial announcement that the call is being recorded and the intended use of the recording;
  - Your telephone operative shall hear a whisper (a short announcement before a call is connected) upon answering a call to acknowledge that the call has been delivered by LocalWeb UK;
  - Recordings can be paused and ended by your telephone operative; and
  - Recordings may be downloaded and/or deleted by you via your online account.
4. All recordings will be deleted automatically and without notice from your online account after 90 days, immediately upon the Call Recording service or Call Counter Number being withdrawn, and immediately upon termination or expiry of the Advertisement featuring the Call Counter Number.
5. You warrant that in using Call Recording and the data it generates you shall comply with all applicable laws and regulations including the Data Protection Legislation and the Regulation of Investigatory Powers Act 2000.
6. You shall provide the intended use of the recording to be included in the initial announcement heard by the caller and warrant that you shall not use the recording or the data it generates for any other purpose.
7. You shall educate all of your employees, agents and representatives who may be involved in calls that are to be recorded, or who may engage with call recordings:
- That inbound calls delivered by LocalWeb UK are recorded;
  - The process of stopping and starting recording;
  - The circumstances in which call recording would appropriately be paused or stopped; and
  - How recorded call data may (and may not) be used in accordance with applicable laws and regulations.
8. For the avoidance of doubt, compliance with the requirements of any part of these Service Rules or any materials relating to Call Recording provided to you does not absolve you of responsibility for ensuring compliance with any applicable law or regulation covering the same subject matter. In the event of any direct conflict between the provisions of these Service Rules and any applicable law or regulation, the provisions of the applicable law or regulation shall prevail solely to the extent necessary to resolve any conflict.
9. You shall nominate an email address which we shall provide to our telecommunications partner for the sole purpose of creating your online account. The online account will be closed when the Advertisement with the relevant Call Counter Number expires or is terminated and all recorded calls shall be deleted.

10. The warranties given by you pursuant to these Service Rules shall survive termination or expiration of the Call Recording and/or Agreement for so long as you retain and make use of recorded calls obtained pursuant to this Service.

11. We will only access recorded calls where strictly necessary for the administration of Call Recording, including to ensure the Service is working properly, or where instructed by you to do so for the purpose so instructed.

12. For the purposes of the Data Protection Legislation you shall be the data controller and we shall be a data processor of all call recordings and information they contain which are generated via your use of this Service.

13. Where we process personal data on your behalf, we shall:

- a. process the personal data only on your documented instructions (namely, the Conditions and any applicable Service Rules);
- b. ensure that persons authorised to process the personal data have committed themselves to obligations of confidentiality;
- c. implement appropriate technical and organisational measures to ensure an appropriate level of security for the personal data;
- d. without prejudice to sub-clause 27.1 of the Conditions, not subcontract our data processing obligations to a third party without your authorisation;
- e. at your cost, assist you in responding to individuals exercising their data subject rights as set out in the GDPR;
- f. at your cost, assist you to comply with your obligations under the GDPR (regarding appropriate data security, the notification of a personal data breach to a data protection supervisory authority and/or to the data subject(s) affected, and the preparation of data protection impact assessments, and consultations with supervisory authorities, where appropriate), taking into account the nature of processing and the information available to us;
- g. delete or return to you all such personal data once our Services have ended and/or the processing of such personal data is no longer required; and
- h. at your cost, make available to you all information necessary to demonstrate compliance with the obligations set out in this clause and allow for and contribute to data audits, including inspections, as you reasonably require (provided that anyone carrying out such an audit or inspection on your behalf complies with all our policies, including health and safety policies and terms of confidentiality, and otherwise follows our instructions).

## E. REPUTATION MANAGER

### 1. Definitions.

**Business Particulars** your Business Details and additional Content including descriptions, logos and images.

**Business Profile** means a page containing your Business Particulars.

**Reputation Manager** means a Service whereby we publish the content of your Business Profile to End Destinations and centralise Review Management.

**End Destinations** means the web pages on which your business information will be published including third party websites; social media websites; and, local online directories.

**Review Management** means the ability to view and carry out specific actions on the reviews submitted by your customers across third party websites; social media websites; and, local online directories.

2. We can help build your online Business Profile pages and provide you with the ability to showcase your key business information across some of the top websites in the UK. We will support you in the setting up of your Business Profile pages to work with Reputation Manager, enable access to functionality which allows you to request reviews from your customers and then provide you with a platform to manage these reviews and respond to them. The full range of Reputation Manager functionality is available via the online Reputation Manager dashboard. We can assist you in setting up the dashboard and exploring the functionality available.

3. The Initial Period shall be 12 months. If the Agreement is terminated within the Initial Period, in addition to our rights under the Conditions we shall have the right but not the obligation to remove your Business Particulars from all End Destinations and remove the Business Profiles.

4. Charges shall be payable on a monthly basis (subject to a Monthly Rolling Term) commencing when the Reputation Manager is set live.

5. You must have a valid listing on <https://localweb.uk> including your Business Particulars.

6. The Business Profile will be published on the End Destinations. We shall have the right to add or remove End Destinations from time to time without notice to you. The appearance and content of Business Profiles may vary between End Destinations. End Destinations may be External Elements and/or Third Party Services, for the purposes of clauses 15 and 16 of the Conditions. We may use third party service providers in the course of delivering the Reputation Manager Service.

7. You must supply LocalWeb UK with a full business address but publication of your business address via Reputation Manager is not mandatory. Where you do not provide a full address for publication your Business Particulars may not appear on some End Destinations. The function of suppressing your address is available within the Reputation Manager control dashboard and can be used at your discretion. Where you do not allow publication of your address, the End Destinations may still acquire and publish your address from other sources.

8. We shall endeavour but do not guarantee to provide you access to the Reputation Manager dashboard within 48 hours of your Confirmation of Order.

9. You authorise us to (a) send the Business Details to the End Destinations, and (b) publish the Business Particulars globally and without restriction (subject to any restrictions you set in the Reputation Manager dashboard). You warrant the Business Particulars are correct and that you have the right to give such authorisation pursuant to this clause. You must not include any Content within your Business Particulars which contravenes clause 7.1 of the Conditions.

10. Any search engine optimisation which we provide in relation to your <https://localweb.uk> profile is specific to <https://localweb.uk> and we cannot and do not guarantee a ranking on End Destinations.

11. Some Reputation Manager features are reliant on third party providers (including for example Facebook and Twitter). You acknowledge that (a) we may not be able to provide a particular feature where you do not meet the relevant criteria of that third party provider; (b) whilst we map your particular business classification(s) to the best of our ability, we do not have any control or ability to exercise influence over the third party provider's own services and how your business classification(s) are displayed by the End Destinations; and (c) a third party provider's service may cease or change from time to time. You

acknowledge that such factors are events beyond our reasonable control and agree that such an event will not permit you to terminate your Reputation Manager Service nor will we have any liability to you for any loss or damage arising from such factors.

12. Where Reputation Manager involves setting up and/or administering a page or pages on End Destinations, you acknowledge that: (a) you have all the necessary username(s), password(s) and any other requirements needed to access the web page(s) (b) where necessary, we are authorised to set up an account on your behalf; (c) we are authorised to administer the page or pages on your behalf; (d) you are authorised and grant us permission to display the Business Particulars on the Business Profile(s); and (e) you shall notify us when you change your password or other login details to the webpage(s).

13. We may offer a discount on Reputation Manager, at our sole discretion, if you have or purchase another LocalWeb UK product with the same or similar Term ("**Qualifying Product**"). If you cancel the Qualifying Product the discount will be removed.

14. You confirm that you and your responses to any review will comply with the [Reviews Guidance and Policy](#)

15. To the extent your Business Profile contains any personal data (whether relating to your staff, your customers or any other individual), you warrant to us that:

i) you have obtained all necessary consents and permissions or have been appropriately transparent in relation to the lawful use of such personal data in your Business Profile and in the Reputation Manager service (both in terms of the publication on End Destinations and the use by our third party service providers);

ii) that you are fully authorised to provide such personal data to us to the extent necessary for us to provide the Reputation Manager Service (including via our third party service providers); and

iii) you will promptly edit all such personal data where required to ensure it is accurate and up-to-date.

16. We have the right at any time to remove or obscure, reject or refuse to post any material you have provided to us in accordance with the Content rules in [clause 7 of the Conditions](#).

17. You acknowledge that personal data published on an End Destination will be subject to the privacy policy of the operator of the End Destination.

18. Certain features within Reputation Manager may be available from time to time in other Services that we offer. We do not give any warranty that any feature will be available exclusively in Reputation Manager.

19. You waive any right to bring or participate in any class action against us or are third party suppliers with respect to the Reputation Manager Service.

## F. CONNECT

### 1. Definitions.

**Business Profile** means a page containing your Business Particulars.

**Connect** means a Service whereby we publish the content of your Business Profile to End Destinations.

**End Destinations** means the web pages on which your business information will be published including third party websites; social media websites; and, local online directories.

2. We can help build you online business profile pages, and provide you with the ability to showcase your key business information across some of the top websites in the UK. We will support you in the setting up of your business profile pages, including design, build, administration and publication. For the purposes of these Service Terms, each Connect product purchased is a separate Service.

3. The Initial Period shall be 12 months. If the Agreement is terminated within the Initial Period, in addition to our rights under the Conditions we shall have the right but not the obligation to remove your Business Details from all End Destinations and remove the Business Profiles.

4. Charges shall be payable on a monthly basis (subject to a Monthly Rolling Term) commencing when the Connect is set live.

5. You must have a valid Free Listing or Profile Page on <https://localweb.uk> including Business Details and additional Content including descriptions, logos and images (together for these Service Rules the "**Business Particulars**").

6. The Business Profile will be published on the End Destinations. We shall have the right to add or remove End Destinations from time to time without notice to you. Where you purchase multiple Connect products for the same business, some End Destinations may publish only one or less than all of the Business Profiles. The appearance and content of Business Profiles may vary between End Destinations.

7. Publication of your business address is not mandatory. Where you do not provide a full address for publication your Business Particulars may not appear on some End Destinations. Where you do not provide a full address for publication, or you do not allow publication of your address, the End Destinations may still acquire and publish your address from other sources.

8. We shall endeavour but do not guarantee to provide you access to your Business Profiles within 48 hours of your Confirmation of Order.

9. You authorise us to (a) send the Business Details to the End Destinations, and (b) publish the Business Particulars globally and without restriction. You warrant the Business Particulars are correct and that you have the right to give such authorisation pursuant to this clause.

10. The ranking of Business Profiles in search engine results depends upon a multitude of factors outside our control such as the search engine algorithm, the search engine optimisation activity of your competitors etc. Whilst our search engine optimisation methodology ensures that your Business Profiles can be easily read by search engines, we cannot and do not guarantee a ranking on End Destinations.

11. Some Connect features are reliant on third party providers (including for example Facebook and Twitter). You acknowledge that (a) we may not be able to provide a particular feature where you do not meet the relevant criteria of that third party provider; (b) whilst we map your particular business classification(s) to the best of our ability, we do not have any control or ability to exercise influence over the third party provider's own services and how your business classification(s) are displayed by the End Destinations; and (c) a third party provider's service may cease or change from time to time. You acknowledge that such factors are events beyond our reasonable control and agree that such an event will not permit you to terminate your Connect nor will we have any liability to you for any damages arising from such factors.

12. Where Connect involves setting up and/or administering a page or pages on End Destinations, you acknowledge that: (a) you have all the necessary username(s), password(s) and any other requirements needed to access the web page(s) (b) where necessary, we are authorised to set up an account on

your behalf; (c) we are authorised to administer the page or pages on your behalf; (d) you are authorised and grant us permission to display the Business Particulars on the Business Profile(s); and (e) you shall notify us when you change your password or other login details to the webpage(s).

13. We may offer a discount on Connect, at our sole discretion, if you have or purchase another LocalWeb UK product with the same or similar Term ("Qualifying Product"). If you cancel the Qualifying Product the discount will be removed.

## G. COST PER CALL

### 1. Definitions

**Cost Per Call** means: (a) a pricing model whereby the Charges payable are determined by the number of telephone calls made by viewers of an Advertisement and; (b) a Service comprising the associated provision of a dedicated telephone number for measuring such performance.

**CPC Number** means a telephone number provided by LocalWeb UK in order to track and record analytics data about incoming telephone calls

**Destination Number** means your telephone number that will receive incoming calls made to the CPC Number.

2. You shall provide the Destination Number and shall be solely responsible for the continuing operation and availability of the Destination Number.
3. Calls to the Destination Number will incur Charges as notified to you.
4. The CPC Number is provided to you exclusively for the purpose of monitoring the effectiveness of an Advertisement. You shall not use the CPC Number other than in the specific Advertisement for which it is provided. You shall not use the CPC Number elsewhere including in any other media, advertisement or on your own stationery. You shall not transfer the use of the CPC Number to any third party.
5. We shall retain all rights, including any goodwill, in the CPC Number. We shall have the right to withdraw CPC Number, and the right to reallocate the CPC Number should the Cost Per Call and/or associated Advertisement be terminated or expire. We shall have the right to change the CPC Number upon giving you 14 days written notice.
6. We shall investigate activities which you reasonably demonstrate to us or we have reason to believe are not bona fide calls but are automated or non-genuine calls or which arise as a result of call fraud (namely, the deceptive practice of making calls to the CPC Number as part of a coordinated advertising effort or marketing campaign by imitating genuine calls from legitimate callers) or other such invalid call activity. You undertake to provide us with all reasonable assistance in such matters. We reserve the right to adjust the Charges incurred for Cost Per Call depending on the results of the investigation.
7. We shall have the right to access all data relating to telephone calls made to the CPC Number for calculating the Charges, to ensure the integrity of the Service, and to use aggregated data for the purposes of our own research and for inclusion in marketing, publicity and promotional material.
8. We shall provide you with a monthly report setting out the durations and timestamp of the total telephone calls made to or directed by us to the Destination Number. Our calculation of the total number of telephone calls shall be determinative and final to the exclusion of any other measurement or usage statistics including those of a third party or yourself.
9. Data shared with you relating to the Cost Per Call Telephone Number (including without limitation the number and type of calls received and directed to you on the Cost Per Call Telephone Number) will be provided in such format that we deem appropriate.
10. The caller ID number of the originating call will not be passed to you. Only the area code of the originating call will be provided upon request.
11. We shall endeavour but do not guarantee to deliver the Cost Per Call immediately following publication of any Advertisement.
12. Cost Per Call telephone calls may be tracked and Charges shall be payable for a period of 12 months following publication of the associated Advertisement notwithstanding any earlier expiry of the term of Cost Per Call or the Advertisement.
13. You grant us the right to disclose your Destination Number to our telecommunication suppliers for the purposes of performing our obligations and exercising our rights pursuant to this Agreement and to connect calls made to the CPC Number to the Destination Number.

## H. DOMAIN NAME REGISTRATION

### 1. Definitions.

**Domain Name Registration** means a Service whereby we act as your agent to register a domain name on your behalf.

**Register** means the central register for domain names within a top level domain and/or country code top level domain.

**Registrar** means the person or body responsible for entries and maintaining a Register of domain names.

2. We shall:

- a. Endeavour, but do not guarantee, to secure registration in your name of your preferred choice of domain name in the order of preference specified in your Advertisement Order;
- b. Pay to the Registrar the appropriate registration fee and, if appropriate any renewal fees;

Arrange for the Registrar to process the application for the registration of the domain name subject to the Registrar's terms, conditions, policies and eligibility requirements applicable to the requested domain name, and if accepted enter your domain name and other relevant details in the applicable register; and

c. Inform you of the Register at which your domain name has been registered.

3. If we are unable to register any of your preferred choices of domain names as specified on your Advertisement Order on your behalf, we shall advise you and neither party shall have further liability in respect of the Domain Name Registration. You shall not be liable to pay us any Charges and we shall have no further liability or obligations to you.
4. When registering or renewing a domain name you understand and accept that we will be acting as your agent for such purposes and you hereby appoint us as agent for such purposes. Accordingly, you will be contracting with Registrars and intermediaries and bound by the terms and conditions, rules and



procedures applicable to registrants for the applicable Register and contracting party. Details of terms and conditions, rules and procedures relating to registration, renewal, surrender, transfer and dispute resolution of the Registrars, intermediaries and Registries concerned are available on request from us or directly from the Registrars:

a. In the case of the registration of a ".uk" domain name, the official Registry is Nominet UK ("**Nominet**") and you will be entered into a contract with Nominet upon and subject to Nominet's terms and conditions which are available on request from Nominet or us and may be viewed online at Nominet's website at <http://www.nominet.uk>;

b. In the case of all other domain name registration entered before February 2016 you were entered into a contract with Melbourne IT Ltd (a company registered in Australia under number ACN 073 716 793) ("**Melbourne IT**") as the Registrar upon and subject to Melbourne IT's terms and conditions which are available on request from Melbourne IT or us and may be viewed online at Melbourne IT's website at <http://www.melbourneit.com.au>;

c. In the case of all other domain name registrations you will be entered into a contract with Tucows Inc (a company registered in Canada) ("**Tucows**") as the Registrar upon and subject to Tucows' terms and conditions which are available on request from Tucows or us and may be viewed online at Tucows' website at <http://www.tucows.com>; or

d. With such other Registrar or intermediary as used by us from time to time.

5. Following registration, you must promptly notify the Registrar of any change to your registered details, and/or actual or threatened proceedings brought in respect of the name used as a domain name whether by or against you.

6. You warrant the details submitted by you for the purpose of your domain name registration and any future additions or modifications to such details are true and accurate.

7. You grant us the right to disclose to the relevant Registrar such of your details as may be required to complete the registration of a domain name. You acknowledge that the Register will include a number of details relating to you and may be publicly available. This information if it refers to individuals may be considered personal data for the purposes of the Data Protection Legislation. Registrars may allow other organisations and members of the public to access their Register for the purpose of obtaining information about the registration of the domain name or any other related purpose.

8. We make no representation that any of your preferred domain names are available or capable of being registered. Any action taken by you before notification by us that a domain name has been officially registered or before you have received a certificate is at your own risk.

9. Unless otherwise specified in the applicable Service Rules or Confirmation of Order, the Charges for Domain Name Registration provide for an initial registration period of one year, and the domain registration shall automatically renew each year unless you instruct us otherwise at least 30 days prior to expiration of the then current registration period. Each renewal shall incur Charges for Domain Name Registration.

10. We shall not be liable for any loss incurred by you as a result of your failure to renew a domain name after the Initial Registration Period. Upon written request from you, we may at our discretion agree to arrange for the renewal of your domain name subject to: (a) your payment to us of the renewal fees and our Charges applicable from time to time; (b) these Conditions; and (c) the then current terms and conditions of the Registrar in question. We will not renew a domain name for any third party to whom you may have transferred rights in the domain name.

11. You may surrender or cancel the registration of the domain name in accordance with the procedures of the relevant Registrar. To the extent permitted by the relevant Registrar, you may transfer the registration of the domain name. In the event of transfer, surrender or cancellation, you shall not be entitled to any refund or waiver of fees or Charges paid or payable to us.

12. We shall have no liability in respect of your use of the domain name and in particular for any conflict with third party IPRs. If any dispute between you and any third party arises, we may withhold, suspend or cancel the domain name registration. We may make representations to the relevant Registrar but will not be required to take part or defend you in any such dispute.

13. You warrant that neither the registration of the domain name nor the manner in which the domain name is used infringes our IPRs or the IPRs of any third party. For example, you shall not include any LocalWeb UK trade mark in any part of your domain name. Our and the relevant Registrar's remedies under this warranty shall continue to be available after completion of the registration process and notwithstanding any subsequent surrender, cancellation or transfer of the domain name or the termination or expiry of this Agreement. You shall immediately on demand indemnify without limitation and defend us, the applicable Registrar, and/or the Registrar's officers and employees against any claim by a third party alleging breach of the warranty in this clause.

14. In accordance with the relevant Registrar's terms and conditions, the Registrar may cancel the registration or suspend the delegation of a domain name in exceptional circumstances by notice in writing to you. Exceptional circumstances include where to maintain the registration would put the Registrar in conflict with statutory obligations or the terms of a court order or where the registration or use of the domain name conflicts with the Registrar's rules in force from time to time. In the case of such cancellation or suspension, you are not entitled to any refund or waiver of any fees or Charges paid or payable to us.

## **I. FREE LISTING (<https://localweb.uk> ONLY)**

### **1. Definitions.**

**Free Listing** means a Service whereby we publish Business Details on <https://localweb.uk> without Charge.

2. At our sole discretion on an "**as is**" and "**as available**" basis we may offer you a Free Listing. A Free Listing shall be considered an Advertisement and a Free Service.

3. A paid Advertisement may replace your Free Listing.

4. We may terminate a Free Listing without liability to you at any time, for any or no reason, immediately and without need to give notice to you.

5. You may request removal of your Free Listing at any time by giving 14 days' notice.

## **J. PAY PER CLICK**

### **1. Definitions.**

**Accrued Amounts** means any excess of Monthly Budget payments received from you which arises from any leftover (i.e. unspent) expenses for PPC Resale in the previous Service Period(s).

**Campaign Parameters** means the parameters of the campaign including but not limited to keywords, derivative settings for the treatment of keywords, location targeting, advertisement groupings, advertisement extensions, and bidding strategies as varied from time to time.

**Destination URLs** means the list of uniform resource locators for which the Service is intended to generate traffic.

**Mirrored Website** means a copy of your website which allows us to collect performance data on your website and campaigns without interrupting your day to day management of your website.

**Monthly Budget** means the Charges for delivering a managed Pay Per Click service for each Service Period inclusive of the estimated monthly expenses for PPC Resale estimated in advance based on the volume of traffic to be generated for each Service Period and the Campaign Parameters.

**New Domains** means a domain name similar to the domain name of your website, registered by LocalWeb UK on your behalf.

**Pay Per Click** means a Service whereby we setup paid search engine promotion for your website on your behalf.

**PPC Resale** means resale of paid advertising (including Google Ads) in the sponsored links section of search engine results pages according to the Campaign Parameters.

**Service Period** means one (1) month, commencing on the date we send you a Confirmation of Order.

**Tracking Code** means discrete website programming that generates, collects and reports information about website traffic.

2. The Initial Period shall be four months for LocalWeb UK Agency PPC and Premium PPC customers, and six months for PPC and PPC Plus customers, commencing on the date of the Confirmation of Order unless stated otherwise in the Confirmation of Order. Thereafter the Pay Per Click shall continue on a Monthly Rolling Term where Charges are payable in advance.

3. Pay Per Click shall comprise:

- a. Review and assessment of the Destination URLs;
- b. Recommendations for effective Campaign Parameters to generate traffic to the Destination URLs;
- c. Setup and activation of paid advertising accounts with search engines;
- d. PPC Resale of paid advertising in the sponsored links section of search engine results pages according to the Campaign Parameters;
- e. Ongoing campaign optimisation and monitoring; and
- f. Monthly reporting.

4. Where call tracking is applied to your Pay Per Click service, we will allocate a Call Counter Number.

5. Measuring the performance of the campaign requires installation of Tracking Code within your website. If your website is managed by us we will install the Tracking Code within your website without interrupting the day to day use and management of your website. If your website is not managed by us, we will, on your behalf:

- a. Create one or more Mirrored Websites and incorporate the Tracking Code;
- b. Provide Tracking Code to your existing website supplier;
- c. Host the Mirrored Websites;
- d. Register one or more New Domains;
- e. Point the New Domains at the Mirrored Websites; and
- f. To protect your Search Engine Optimisation efforts, we will direct search engines not to crawl the Mirrored Websites.

Where we provide Tracking Code to your existing website supplier, you shall be responsible for ensuring your existing website supplier delivers the necessary changes to your existing website.

6. As part of the service we will register the New Domains in our name as your agent, but you shall own all rights in the New Domains.

7. We will create and host the Mirrored Websites, but you shall own all rights in the Mirrored Websites, excluding the Tracking Code. You grant us the right to create and host any Mirrored Website on your behalf and warrant that duplication and use of your website and the content from your website on a Mirrored Website shall not infringe any third party's rights.

8. Pay Per Click excludes improving organic rankings on search engine results pages which are determined by website content.

9. Amendments to your business name, address, phone number or email address will be implemented upon request. Amendments to your Campaign Parameters will be implemented upon request unless such amendments affect your Monthly Budgets, in which case, the amendments will take effect on the next Service Period.

10. Commencement or continuation of the Pay Per Click in any given Service Period is subject to payment of the Monthly Budget at least 15 days in advance of the relevant Service Period.

11. The Monthly Budget received, and any Accrued Amounts shall be applied to the Service in each Service Period during the Term.

12. If the Contract between you and us expires or is terminated, we will use any Accrued Amounts to continue to provide the Service (including PPC Resale) until all Accrued Amounts have been exhausted. This means that we will not refund you any Accrued Amounts on expiry or termination of the Agreement. All relevant provisions of the Agreement shall continue in force until the Accrued Amounts have been exhausted.

13. You may increase your Monthly Budget at any time. You may reduce your Monthly Budget after expiry of the Initial Period with effect at the start of the next Service Period.

14. As well as the cost of PPC Resale your Monthly Budget for the Service includes LocalWeb UK's margin fees to provide a fully managed search engine marketing service, including set-up and activation of a Google Ads account, the creation of your Advertisement and the provision of ongoing campaign management.

15. At the end of each Service Period, we will email a detailed report showing the performance of your Pay Per Click campaign.

16. Where the website to be promoted by Pay Per Click does not exist as of the date of the Confirmation of Order but is to be built pursuant to another Service ("**Website in Development**"), we may offer to provide a temporary landing page ("**Temporary Page**") pending completion of the Website in Development. If you accept the Temporary Page we shall:

- a. Register a New Domain for the Temporary Page ("**Temporary Domain**");
- b. Produce the Temporary Page using a pre-existing template;
- c. Commence the review, amendment and publication process set out in the Conditions, where you shall have a single chance to provide feedback before publication which shall be by setting the Temporary Page to live; and
- d. Commence the Pay Per Click using the Temporary Page.

When the Website in Development is complete and has been published ("**Live Website**") we shall change the Pay Per Click to target the Live Website, remove the Temporary Page, the Temporary Domain will not be renewed and the Pay Per Click shall continue.

#### **K. <https://localweb.uk> PROMINENCE ADVERTS**

##### Recitals

A. When a User searches <https://localweb.uk> by product or service the results are returned in the following order ("**Result Priority**"):

- a. Sponsored Listings (formerly known as "Local Sponsored Prominence" and "Local VIP") in order of position,
- b. Local Presence Plus (formerly "Heavyweight Prominence"),
- c. Local Presence (formerly "Mediumweight Prominence"), and
- d. Free listings and other relevant/nearby businesses sorted by relevance and proximity.

B. Where multiple Local Presence Plus, and Local Presence Adverts within a Result Priority level are returned with equal relevance, they will display in a random order.

C. When a User searches <https://localweb.uk> by company name the results are displayed first for exact and then for possible company matches. Where two adverts are equally relevant <https://localweb.uk> will display the advertiser above the Free Listing.

##### Operative Provisions

###### 1. Definitions.

**Local Presence, Local Presence Plus, Sponsored Listings** variously mean Prominence Adverts as specified in these Service Rules.

**Prominence Adverts** means a Service comprising provision of a Profile Page and associated search result priority on <https://localweb.uk> according to business classification and/or location by town/city name.

**Sponsored Listings** means Regional Sponsored Prominence or Local Sponsored Listings.

2. Your Prominence Advert shall appear in the <https://localweb.uk> search results as a discrete section including:

- a. Business name, together with a hyperlink to your business website;
- b. From minimum of three to maximum of six bullet point description where each bullet point comprises 30 characters, or free text comprising 180 characters being at least one sentence, and
- c. Business name as a hyperlink to your Profile Page;

the following which may be suppressed at your option:

- d. Maximum of two telephone numbers; and
- e. Business address, including map location and directions.

3. The Initial Period shall be 12 months. Except where the Service is made available subject to a Monthly Rolling Term, as specified in the Advertisement Order, you agree at the end of the Initial Period (and each Renewal Period) to enter into a contract for advertising an entry for the next and following 12-month period, provided:

(a) The form, content and distribution of <https://localweb.uk> on extension or renewal is either materially the same as, or an improvement upon, the form content and distribution of <https://localweb.uk> on formation of the immediately preceding Initial Period or Renewal Period;

(b) The form and content of the later entry is materially the same as the form and content of the entry in the immediately preceding Initial Period or Renewal Period; and

A notice in writing together with the cost and details of your order has been sent to you by us before the end of the immediately preceding Initial Period or Renewal Period and you have not written to us withdrawing your agreement to the renewal or extension of the immediately preceding contract within 45 days of receipt of that notice and the 90-day notice period specified in Clause 19.8 shall not apply.

4. Regional Sponsored Prominence includes the associated Result Priority for one region and one business classification. Only three Regional Sponsored Prominence positions are available per business classification and region combination, each position may be allocated and priced separately and will appear in sequential order (i.e. position 1 appears at the top followed by position 2 then position 3).
5. Local Sponsored Listing includes the associated Results Priority for one location and one business classification. Only five Local Sponsored Listings positions are available per business classification and location combination, each position may be allocated and priced separately as set out in the Advertisement Order and will appear in sequential order (i.e. position 1 appears at the top followed by position 2 then position 3).
6. Prominence Adverts may, if specified on the Advertisement Order, include 10 additional and related classifications for the relevant area. This clause does not apply to Heavyweight Prominence or Mediumweight Prominence purchased prior to 8 May 2017, and any products subject to a Fixed Term.
7. If your Prominence Advert is for a location or region that does not match your business address then your business address shall be replaced by a "we serve location" statement, and the business address will not be changed in the Profile Page.
8. If the business address is suppressed then it shall be replaced with a "we serve location" statement, will not be displayed on the multi-point map, and will appear at the end of proximity searches on <https://localweb.uk>. We shall release the business address to third parties on demand.
9. At least one of the business address, telephone number or URL shall not be suppressed.
10. Sponsored Listings are limited inventory products for which our acceptance is subject to availability. You do not have any automatic right to renew any such Service Tier.
11. Sponsored Listings shall be displayed with a "Sponsored" label. Sponsored Listing Advertisements are not displayed in their Results Priority for sort by distance or sort by reviews functions, nor for searches for areas wider than the location for the Prominence Advert. Regional Sponsored are not displayed in their Results Priority for locations smaller than the region.
12. You cannot purchase more than one Sponsored Listing in the same (i) location or region, and (ii) business classification.
13. Location means one of the approximately 1600 locations listed on <https://localweb.uk> and organised by postcode districts (e.g. SW1) and postal localities (e.g. Islington), but excluding other location types such as street names or counties. Region means one of the approximately 50 regions listed on <https://localweb.uk> each covering a number of locations but not inclusive of all locations within its border. Business classification means one of the business classifications listed for use on <https://localweb.uk> and may exclude regulated or restricted business classifications.
14. This Service shall not include any graphics design or photography by LocalWeb UK.

## L. SEO

### 1. Definitions.

**Our Content** means Content provided or created by us.

**SEO or Search Engine Optimisation** means a Service where we provide strategies, techniques and tactics to increase the visibility of Your Website in the results pages of internet search engines, as more fully described in paragraph 3 below.

**SEO Checklist** means the Content provided by you including your business name, address, telephone number, the products and services you offer, keywords, and details of any website landing page.

**Unsuitable Content** means any material or content that is obscene, indecent, pornographic, seditious, offensive, defamatory or in breach of any third party's IPR.

**Your Website** means the website or websites listed on the SEO Checklist.

2. The Initial Period shall be six months commencing on the date of the Confirmation of Order unless Stated otherwise in the Confirmation of Order. Thereafter the SEO shall continue subject to a Monthly Rolling Term where Charges are payable in advance.

3. SEO shall comprise:

- a. Assisting you to complete the SEO Checklist, including keyword/ phrases research and selection;
- b. Developing web pages including by:
  - i. Editing various html tags and page content to submit to selected search engines and directories;
  - ii. Editing or creating Your Website content where we manage Your Website and/ or where applicable; and
  - iii. Creating Content for web pages as required;

with the objective of enhancing and optimising the rankings and prominence of your Website in the results pages of internet search engines.

c. Optimising Your Website for multiple word keywords, not for single keywords or generic words.

d. Onsite implementation for Your Website which may include (amongst other things): page optimisation; schema mark-up; blog posts; page content update; and, quarterly audits.

4. Where we manage Your Website then solely for the purposes of us providing Search Engine Optimisation you shall provide us with the following:

- a. Administrative or back-end access to Your Website for analysis of its content and structure; and
- b. Access to and authorisation for LocalWeb UK to make changes to Your Website, including removal of any Unsuitable Content.

5. Where you manage Your Website then you shall provide us access to existing website traffic analytics/statistics for analysis and tracking purposes, and agree to upload to Your Website any optimised Content created by us for the purpose of Search Engine Optimisation.

6. We make no representations, warranties or guarantees regarding the number of visitors, or sales the website may generate. Any warranty or guarantee contrary to this clause shall be excluded.

7. We warrant that Our Content shall not contain any Unsuitable Content.

8. You warrant the SEO Checklist and Your Website shall not contain any Unsuitable Content.

9. The following circumstances are, and shall be deemed to be, beyond our reasonable control:

a. Listing order or ranking of Your Website in search engine results;

b. Acceptance or non-acceptance by search engines of submissions from LocalWeb UK;

c. Listing of Your Website by a search engine save that should Your Website not reappear within thirty (30) days of it not being listed then, as your exclusive remedy, we will re-optimize the applicable Website based on the current policies of the relevant search engine at no further cost to you.

## M. SOCIAL ADVERTISING

### 1. Definitions.

**Campaign** means one of the following social media campaigns: (a) Brand Awareness, designed to reach a guaranteed number of Facebook users as detailed in Clause 6, below; (b) Website Clicks, designed to generate clicks through to your website; or, (c) Business Leads, designed to generate leads to the Facebook Business Page associated to your campaign;

**Monthly Target** means eight Impressions on average across your target audience.

**Social Advertising** means a Service where we target and optimise your Advertisement on social media (including Facebook) on your behalf to drive traffic, calls, visits or 'likes' generated through your social media pages.

**Unique Users** means an individual person on the social media platform.

**Your Content** means Content provided by you.

2. The Initial Period shall be six months commencing on the date of the Confirmation of Order unless otherwise specified in the Confirmation of Order.

3. The Review Period shall be 5 Business Days.

4. A Campaign shall be considered an Advertisement.

5. Social Advertising includes:

a. Initial consultation and planning,

b. Editing and creating Content for your Campaign as required,

c. Creation of your Campaign on Facebook's platform,

d. Operation and development of your Campaign, and

e. Monthly reporting,

with the objective of targeting the most relevant audiences and locations, taking into account the rankings and prominence of your Campaign.

6. Where applicable, the table below provides the number of Unique Users we expect your Brand Awareness Campaign to achieve based on your monthly spend:

Charge per month (£)	Unique Users
150.00	2,000
200.00	3,000
250.00	3,750
300.00	4,500
350.00	5,000

400.00	6,000
450.00	7,000
500.00	8,000
550.00	9,000
600.00	10,000
650.00	11,000
700.00	12,000
800.00	14,000
900.00	16,000
1,000	18,000
1,050	19,000
1,100	20,000
1,150	21,000
1,200	22,000
1,250	23,000
1,300	24,000
1,350	25,000
1,400	26,000
1,450	27,000
1,500	28,000
1,550	29,000
1,600	30,000
1,650	31,000
1,700	32,000
1,750	33,000
1,800	34,000
1,850	35,000
1,900	36,000
2,000	37,000
2,050	38,000
2,100	39,000
2,150	40,000
2,200	41,000
2,250	42,000
2,300	43,000
2,350	44,000
2,400	45,000

2,450	46,000
2,500	47,000
2,550	48,000
2,600	49,000
2,650	50,000
2,700	51,000
2,750	52,000
2,800	53,000
2,850	54,000
2,900	55,000
2,950	56,000
3,000	57,000

7. The guarantee relating to the reach for Social Advertising shall mean that where a Brand Awareness Campaign is available for Impressions to your target audience (i.e. live), without interruption or suspension for any reason, and does not achieve the Monthly Target in a billing month ("Refund Month") then: (i) we shall have a further 10 days to achieve the Monthly Target ("Additional Time"), and (ii) if after the Additional Time the Monthly Target has not been achieved we shall refund your monthly spend for that Refund Month subject to our receiving from you a written notice of claim clearly identifying your account, the nature of the claim, and the affected Brand Awareness Campaign within 30 days of the end of the Refund Month. Where a refund is given for two Refund Months for your Brand Awareness Campaign, then we shall have the right to terminate that Campaign.

8. You shall:

- a. Add a business manager nominated by us as an administrative user to your business' Facebook page and grant us the right to exercise all administrative functions for the purpose of delivering the Services;
- b. Provide us with the Content and information related to your Campaigns and grant us a worldwide, royalty free licence to use the Content for the purpose of delivering the Services; and
- c. Co-operate and do all things reasonably requested of you for the purpose of delivering the Service.

9. You warrant that you and Your Content comply with the relevant terms on Facebook (currently located at: <https://www.facebook.com/legal/terms>).

10. You acknowledge that you are solely responsible for providing a privacy policy that complies with the Data Protection Legislation in connection with any Business Leads Campaign.

11. You acknowledge that we have no control over the policies of social media sites with respect to the type of content that they accept or the way in which content is displayed either now or in the future, and social media sites may:

- a. Stop accepting submissions from us for an indefinite period of time with or without notice; or
- b. Cease or suspend a Campaign at its discretion.

You shall hold us harmless against any claim arising in such circumstances.

## N. LocalWeb UK AGENCY SOCIAL ADVERTISING

### 1. Definitions.

**Campaign** means either an awareness social media campaign or a performance social media campaign. A Campaign is also considered an Advertisement

**Creative Content** means for the purposes of this clause 1, the Campaign that is created by us and/or a third party on our behalf, following receipt of the completed Client Planning Document

**Channel** means the social media and/ or search platforms we will use to create, optimise and re-target your Campaigns, relevant to the audiences and objectives set out in the Client Planning Document

**Client Planning Document** means the document you complete that contains (amongst other things) your preferred Campaign goals, the Channel(s) that will be targeted, budget distribution between the Channels (where applicable), the target(s) of the Campaigns and links to Creative Content

**Review Period** means 5 Business Days

**Your Content** means Content provided by you.

2. The Initial Period shall be four months from when the Campaign is published.

3. Charges shall be payable on a monthly basis (subject to a Monthly Rolling Term) commencing on the date your Campaign is published.

4. We will endeavour to produce the initial Creative Content within 5 Business Days of the completion of the Client Planning Document. We will notify you when the Campaign will be made available for you to review during the Review Period where you may request any amendments. Where you:
- a. provide approval within the Review Period, the Campaign will be set live within 5 Business Days thereafter; or
  - b. request amendments - you will be notified when the amended Campaign is available for review for a further Review Period. This process shall repeat until the earlier of: (i) you expressly approving the Campaign; or (ii) 30 days from the start of the Review Period at which point the Campaign will be set live;
  - c. have not provided any feedback by the end of the Review Period then that version of the Campaign shall be deemed to be approved and shall be published within 30 days from the start of the Review Period.
5. We shall not be liable for failure to action a request for amendment of any Campaign where such request is, in our reasonable opinion, garbled, indecipherable, unclear or has not been received by us in writing or by other dashboard or platform intrinsic to this Campaign.
6. Your Campaign set up includes:
- a. Initial consultation, planning and Campaign account creation
  - b. Targeting creation based on the Client Planning Document you complete. This can include, when needed and agreed, cookie generation for tracking and retargeting and custom audience set-up
  - c. Budget distribution between the chosen Channels
  - d. Integration of the Creative Content to the Campaign
  - e. On-going optimisation to maximise the results of the Campaign as set out in the Client Planning Document.
7. Monthly reviews will be undertaken to review Campaign performance and, where applicable, amend and/ or refresh the Creative Content. Your approval will be required before any refreshed content is published.
8. You shall:
- a. Add a business manager nominated by us as an administrative user to your business' Facebook page and grant us the right to exercise all administrative functions for the purpose of delivering the Services;
  - b. Provide us with the Content and information related to your Campaign and grant us a worldwide, royalty free licence to use the Content for the purpose of delivering the Services; and
  - c. Co-operate and do all things reasonably requested of you for the purpose of delivering the Service.
9. You warrant that you and Your Content comply with the relevant terms for the Channels listed within the Client Planning Document.
10. You acknowledge that you are solely responsible for providing a privacy policy that complies with the Data Protection Legislation in connection with any performance campaign.
11. You acknowledge that we have no control over the policies of social media sites with respect to the type of content that they accept or the way in which content is displayed either now or in the future, and social media sites may:
- a. Stop accepting submissions from us for an indefinite period of time with or without notice; or
  - b. Cease or suspend a Campaign at its discretion.
- You shall hold us harmless against any claim arising in such circumstances.
12. Without prejudice to clauses 21.1 to 21.5 of the Conditions, where LocalWeb UK's third-party provider uses hosting server facilities in connection with the provision of the Services, LocalWeb UK shall not be liable for any losses resulting from the failure of such hosting services by such service provider(s).

## O. VIDEO

### 1. Definitions.

**Finished Video** means the final approved version of a Video.

**Video** means a Service whereby we produce a video according to your instructions on your business.

**Video Hosted, Motion Video, Video Plus, and Premium Video** variously mean Service Tiers for Video.

- 2. The Initial Period shall be 12 months. Upon termination or expiry for any reason that portion of Charges which reasonably represents filming and editing shall remain payable and shall not be refundable.
- 3. The Review Period for Motion Video shall be 5 Business Days.
- 4. A Video and Finished Video shall be considered an Advertisement.
- 5. For Video Hosted, Video Plus, and Premium Video the Charges shall include either (a) a Fixed Fee payable in advance, or (b) a monthly payment of fixed amounts for the first 12 months of the Term in which case upon termination or expiry of the Agreement for any reason all unpaid monthly payments shall become immediately due and payable ("**Fixed Video Charges**"). Upon payment of the Fixed Video Charges we shall be deemed to grant you a perpetual, unrestricted, royalty-free license to the Finished Video.



6. For Video Hosted you supply a single video in an acceptable format (.avi, .mpg/mpeg, .mov, .wmv). We shall host the Hosted Video on <https://localweb.uk> for use with your existing Profile Page and other Advertisements. Provided that it is no longer than five minutes in duration we shall host the video as is on <https://localweb.uk> subject to optimising the size and resolution to fit the video player used on <https://localweb.uk>, and the appending of a LocalWeb UK watermark and contact details to the end of your video. We shall retain all IPRs in our trade marks and logos.

7. Motion Video includes:

- a. 60 second duration Finished Video,
- b. Up to 10 stock images and stock video clips provided by us from our content library, and
- c. Script writing.

8. Video Plus includes:

- a. 1x 60 second duration and 3 x 45 second Finished Video,
- b. Up to four hour video shoot occurring on a single day in a single location,
- c. Script writing and voice over, and
- d. Professional video editing.

9. Premium Video includes:

- a. 1 x 120 second and 3 x60 second duration and high definition, broadcast quality, Finished Videos,
- b. Up to eight hour video shoot occurring on one day in up to two locations including travel and setup time at the second location,
- c. Professional actor/presenter to appear if required at additional cost
- d. Custom animation and motion graphics
- e. Aerial Drone footage if possible at location,
- f. Script writing and voice over, and
- g. Professional video editing.

10. For Video Plus and Premium Video we may make available further video shoots and use of an actor/presenter for an additional Charge.

11. Where your Service Tier for Video includes a video shoot, we will contact you to discuss your requirements and agree a date, time and location for the video shoot. The videographer will contact you to confirm details. If you cancel a video shoot within 48 hours (or for Premium Video within 72 hours) of the scheduled start time we shall have the right to add a cancellation or rebooking fee to the Charges. If we are unable to contact you within 14 days of the Confirmation of Order we will complete the Video using stock images and video clips.

12. The Finished Video will be branded with a LocalWeb UK watermark and will contain a <https://localweb.uk> logo and tagline on the end-slate. You warrant that you shall not remove or obscure such marks. We shall retain all IPRs in our trade marks and logos.

13. Once a Finished Video has been approved it shall be set live on your Profile Page (if there is such a Service associated with your account with us),

14. We shall retain all IPR to Content including raw or uncut footage captured during a filming session/shoot and shall have no obligation to provide or disclose such Content to you. We shall not be obligated to return any Content or materials supplied by you for the production of your Video.

15. We shall retain all IPR to the Finished Video. We shall have the right to use all or any portion of the Finished Video in our business and marketing materials.

16. We grant you a non-exclusive, non-transferable right and license to use the Finished Video for the promotion of your business in the United Kingdom in internet advertising (including banners and on websites), on your own premises, and at trade or industry events, for the Term.

17. Video does not include delivery of encoded or uncompressed versions of the Finished Video, which may be subject to availability and your payment of additional Charges.

## **P. DISPLAY**

### **1. Definitions.**

**Banner** means the image to be displayed by Display.

**Campaign** means a campaign of Banner publication and associated targeting and spending parameters.

**Display** means a Service where we publish a Banner on the Premium Network according to a Campaign.

**Premium Network** means our network of top websites in the UK which may vary from time to time.

2. Display and any Banner shall each be considered an Advertisement.

3. The Review Period shall be 5 Business Days.

4. The Initial Period shall be six months.
5. Charges shall commence as of the date of first publication of the Banner on the Premium Network.
6. Display includes:
  - a. Banner Creation – Our design team will create your Banner in all relevant sizes for publication across the Premium Network. Once an initial version of the Banner is completed we will commence the review, amendment and publication process set out in the Conditions.
  - b. Behavioural Targeting – We will use <https://localweb.uk> user search behaviours as well as third party tracked user behaviours as appropriate to target your Campaign to the most relevant users.
  - c. Contextual Targeting – We will use a contextual targeting engine to target your Campaign at Premium Network website pages which are relevant to your targeting criteria.
  - d. Geographical Targeting – We will use a variety of methods including IP address and <https://localweb.uk> user search behaviour to target your Campaign to users in the geographical area(s) which you have specified.
  - e. Facebook Profile Targeting – if any portion of your Display is run on Facebook, available targeting methods will include declared user profile data (age, gender, location, relationship status, etc) as well as user status update content.
  - f. Publication – Publication of a Banner on the Premium Network according to the Campaign.
  - g. Advertiser Behavioural Re-Targeting – We will provide by email a custom pixel (a standard piece of code) for you to embed in your website, which if implemented will allow us to target a user who has visited your website and then left your website to browse the internet, with the objective of encouraging them back to your website to convert or contact you.
  - h. Monthly Product Review – We will review your Campaign on a monthly basis and contact you if necessary to discuss any changes you may require.
7. Where you are submitting your own Banners you shall be responsible to deliver the Banner within five Business Days of the Confirmation of Order. The Banner must be compliant with our banner specification guide and delivered in sizes 728x90, 120x600, 160x600, 300x50, 180x150 pixels. The timetable for publishing your Display shall be extended by one day for each day the Banner has not been provided in accordance with this clause and you shall remain liable for all Charges according to the original timetable.
8. Where we have created a Banner for you we shall have the right to update or amend your Banners from time to time without prior notice in order to seek to improve the campaign's performance and availability, where any third party has alleged the Banner infringes their IPRs, or where the Banner may be in breach of any law, regulation, relevant industry guideline, or similar device.
9. We shall have the right to update your Banners and Campaign as and when we deem necessary (in our sole discretion) to improve the performance of Display.
10. We shall endeavour but do not guarantee to deliver Impressions.
11. Your Banners and Campaign targeting can be amended at any time, subject to Fair Usage.

#### **Q. <https://localweb.uk> DISPLAY**

#### **12. Definitions.**

**Banner** means the image to be displayed by <https://localweb.uk> Display.

**Location** means a geographical area within the United Kingdom from the list of pre-defined geographical areas available on <https://localweb.uk>.

**Run of Site** means the flexibility to appear on any searches on <https://localweb.uk> without limitation to a Sector, Sub-Sector or Location.

**Sector** means a <https://localweb.uk> classification category based on business type or activity from the list of pre-defined business types or activities available on <https://localweb.uk>.

**Sub-Sector** means a <https://localweb.uk> classification category based on more specific business type or activity within a Sector from the list of pre-defined business types or activities available on <https://localweb.uk>.

**<https://localweb.uk> Display** means a Service whereby Banners are displayed on <https://localweb.uk> pages, and if specified on the Confirmation of Order creation of Banner(s).

13. A <https://localweb.uk> Display and any Banner shall each be considered an Advertisement.
14. Your <https://localweb.uk> Display may be targeted by combinations of one or more Sectors, Sub-Sectors, and/or Locations; or by Run of Site; such parameters shall be as specified on the Confirmation of Order.
15. The Charges for <https://localweb.uk> Display shall be payable in advance on a Fixed Fee basis.
16. Display of Banners on <https://localweb.uk> excludes the following pages:
  - a. Company name searches within our search results pages,
  - b. Paid advertiser profile pages, or
  - c. Mobile web and mobile application versions of <https://localweb.uk>.

17. Where the <https://localweb.uk> Display includes creation of a Banner such shall be created by our design team for each size relevant for display on <https://localweb.uk>. Once an initial version of the Banner is completed we will commence the review, amendment and publication process set out in the Conditions, where publication shall mean setting the <https://localweb.uk> Display inclusive of the Banner to live.

18. Where we have created a Banner for you we shall have the right to update or amend your Banners from time to time without prior notice in order to improve the campaign's performance and availability, where any third party has alleged the Banner infringes their IPRs, or where the Banner may be in breach of any law, regulation, relevant industry guideline, or similar device.

19. Where the <https://localweb.uk> Display does not include creation of a Banner, you shall be responsible to deliver the Banner within five Business Days of the Confirmation of Order. The Banner must be delivered in sizes 728x90, 300x250 and 200x300 pixels. The timetable for launching your <https://localweb.uk> Display shall be extended by one day for each day the Banner has not been provided in accordance with this clause and you shall remain liable for all Charges according to the original timetable.

20. We shall endeavour but do not guarantee to deliver the Impressions during the Term of the Agreement. We shall have the right to extend the term of the <https://localweb.uk> Display by such period as is necessary to deliver the Impressions purchased. If the Impressions cannot be achieved we shall have the right to terminate the <https://localweb.uk> Display and issue a pro-rata refund of the Charges for Impressions not achieved, which shall constitute your sole remedy.

21. We may terminate the <https://localweb.uk> Display for any reason or no reason on 14 days prior written notice subject to issuing you a pro-rata refund for any Charges paid in advance for the period following termination.

## R. LocalWeb UK WEB BUILDER

### 1. Definitions.

**Domain Name Registration** means a 'co.uk' domain registered to your name with DNS settings pointed to LocalWeb UK's website platform.

**Domain Option** means the top-level domain and registration period option indicated on the Confirmation of Order.

**Email** means a Service whereby we provide and host one Mailbox.

**LocalWeb UK Website Builder** means a Service whereby we provide a you with a website according to these Service Rules.

**Your Website** means a website provided pursuant to LocalWeb UK Web Builder.

**Mailbox** means an email service capable of sending and receiving emails, and of storing emails according to the limits of the applicable Service Tier.

2. These Service Rules apply to all Services purchased through <http://www.LocalWeb UKdomains.com>.

3. Your Website shall be considered an Advertisement and a Free Service.

4. LocalWeb UK Web Builder shall include:

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a. One website template with three (3) pages chosen from the pre-existing templates made available through the site editor;

b. One co.uk and/or a .uk top level domain;

5. One email address on the associated domain name; and

6. Email hosting with a POP3 Mailbox, 100MB storage and anti-virus and spam protection.

7. The process of Web Builder creation shall be according to the following process:

8. We shall make available pre-existing website templates via the site editor;

9. You shall be responsible for selecting an appropriate website template and populating it with your own Content;

10. You shall be responsible for selecting your preferred domain name or repointing your own domain name; and

11. You shall be responsible for publishing Your Website via the site editor tool so that it becomes publicly available.

12. You have unlimited access to the LocalWeb UK Web Builder site editor to design and edit your Website. We shall not provide any design or editing services in connection with Your Website.

13. If you register a Domain Name for Your Website such registration shall be in accordance with the Service Rules for Domain Name Registration.

## For Email

14. Domain Name Registration shall be according to the top-level domain. The registration initial period for the Domain Option will be as set out in the product collateral.

15. If you use a domain name for Your Website that you registered yourself then:

16. You will not have access to the email account and mailbox features of this Service;

17. You will be responsible for repointing your domain name as required and as directed by your third party registration service, and we shall not assist in this process; and

18. Publication of Your Website shall mean making Your Website available notwithstanding any failure to re-point your Domain Name.

19. We shall provide hosting for Your Website. You shall have no right to transfer Your Website to alternative hosting, nor shall you have any right to, and you undertake not to, duplicate the design elements of Your Website to a website hosted by a third party.

20. We shall have the right to update your website from time to time without prior notice to you in order to improve the website's functionality, Content and design, address any claims of infringement of a third party's IPR, or rectify any alleged breach of law.

21. The mobile version of Your Website will include Content from your desktop version and will have the same number of pages and the same styles as the desktop version. The content from your desktop website will be optimised for mobile browsing on your mobile site,

22. We shall have the right to include our logo and a link to <https://localweb.uk> at the bottom of each page of Your Website (eg in the footer). We retain all IPR in our logo.

23. It is your responsibility to ensure that your Mailbox does not reach its allocated level. We shall not be liable for any email lost due to full mailboxes. You can check your Mailbox capacity from your control panel. We monitor the Email platform as a whole but do not monitor individual Mailboxes. The server uses SMTP, a "store and forward" email protocol, to receive incoming and deliver outbound messages. By default, the mail platform attempts to deliver messages on a regular basis. If delivery is not achieved within twelve (12) hours, a delay notification is emailed to the sender. If delivery is not achieved within four (4) days, the message is returned to the sender.

24. We do not guarantee that Email error free or that we can restore any lost or corrupted data. We shall have no liability for the loss or corruption of any data howsoever caused.

25. We provide anti-virus and anti-spam services for incoming e-mail. This service can be enabled and configured via the online control panel. While we do our best to remove all viruses and spam, we cannot guarantee that we will catch them all nor that no virus will reach your computer. We also cannot guarantee that non-spam messages will never be marked as spam.

26. The IPR in all data created or stored by you within our applications and servers by using Email are your property. We shall allow access to such data only by our authorised personnel as necessary for the delivery and maintenance of the Service.

27. If we identify a Mailbox or domain name that is transmitting illegal, offensive, abusive, derogatory, defamatory, obscene or infected content, or for the purposes of sending bulk or unsolicited emails, or otherwise causing problems, we shall have the right to remove the offending Content, remove or suspend the offending Mailbox, or change any setting necessary to resolve the issue.

28. Following the expiration or termination of the Email service or the domain name associated with the Email service we shall have the right to immediately delete the Mailbox and any Content therein and terminate any associated Services.

## **S. LocalWeb UK WEBSITE**

### **1. Definitions.**

**Additional Services** means an eCommerce Store.

**Amendment** means a change to your LocalWeb UK Website we determine is a simple change and may include changes to Content.

**Change** means a change to your website we determine is a complex change and may include changes to Content, structure, menus or widgets.

**Publish** means to set live your LocalWeb UK Website on the internet.

**Design Fee** means the fee payable for the design and set up of the Websites which shall apply across all Service Tiers as set out in the Confirmation of Order.

**Update** means a Change or an Amendment.

**Starter, Standard, Advanced, Ultimate and Custom** variously mean Service Tiers for LocalWeb UK Websites.

**LocalWeb UK Website** means a Service which includes building, hosting and maintaining a website according to the Service Tier.

1. Your LocalWeb UK Website shall be considered an Advertisement.
2. The Initial Period for each Service Tier shall be 12 months.
3. The Design Fee shall be either (a) payable in advance, or (b) a monthly payment of fixed amounts for the first 12 months of the Term in which case upon termination or expiry of the Agreement for any reason all unpaid monthly payments shall become immediately due and payable.
4. The Charges and/or Design Fee shall not be refundable if you do not proceed to set Your Website to live.
5. Changes are excluded from amendments we may make under Fair Usage.
6. If we register a Domain Name for your LocalWeb UK Website you shall own the rights to that Domain Name.
7. If you decide to use a Domain Name for your LocalWeb UK Website that you registered yourself then you will not have access to the email account and mailbox features of this Service.

8. Any cancellation of this Service prior to a Confirmation of Order being issued will automatically cancel all other Services and Additional Services within your Advertisement Order.
9. Your LocalWeb UK Website shall not be transferrable by you to alternative hosting without our prior agreement.
10. If all Charges due and payable have been paid then on cancellation of the LocalWeb UK Website, we grant you a non-exclusive, worldwide and perpetual right to use, copy, store, modify and publish any Created Content comprising written copy (i.e. human readable text) that we have created for you as part of the LocalWeb UK Website.
11. Your Website will be provided according to the following process:
  1. For Starter, Standard, Advanced and Ultimate Website Service Tiers, there will be an initial call for Website Content collection. We will only start building your LocalWeb UK Website once you have provided us with the Content that we request from you.
    1. For Starter Website Service Tiers we will endeavour to Publish the Website on / after this initial call; and
    2. For Standard, Advanced and Ultimate Website Service Tiers we will create a version of Your LocalWeb UK Website on a preview domain.
  2. For Standard, Advanced and Ultimate Website Service Tiers, subject to compliance with this clause 12 a., we will endeavour to make your LocalWeb UK Website available for approval as follows:

Starter	From 24 hours
Standard	From 5 days
Advanced	From 7 days
Ultimate	From 10 days

We will have a second call with you to review the Website on the preview Domain Name. We will implement required amendments and seek your authorisation to Publish the Website.

Your LocalWeb UK Website will remain on a preview Domain Name unless or until you authorise us to Publish it. Where you unreasonably withhold authorisation to publish Your Website, you will be liable to pay 100% of the website Design Fee as set out in Clause 18.

1. The Monthly Charges will be payable on a monthly rolling basis from the date your LocalWeb UK Website is Published
2. If you are providing your own domain name you will be responsible for repointing your domain name as required and publication shall mean making Your Website available notwithstanding any failure to repoint your domain name.
3. You may purchase Additional Services in connection with a LocalWeb UK Website. Any Additional Services shall automatically be expired, terminated or suspended concurrent with any such change in the status of the associated Service Tier.
4. If you have not provided such Content within 12 months of the Confirmation of Order then we shall have the right to terminate the Service without liability. You shall not be entitled to any refund or credit in these circumstances.
5. If you are purchasing a new website publication shall mean making Your Website available at a preview domain (which shall be considered being set to live for the purpose of billing and Charges) until you authorise us to publish Your Website generally.
6. We shall have the right to update your LocalWeb UK Website from time to time without prior notice to you in order to improve the functionality, Content and design, address any claims of infringement of a third party's IPR, or rectify any alleged breach of law.
7. The mobile version of your LocalWeb UK Website will include Content from your desktop version and will have the same number of pages and the same styles as the desktop version. The Content from the desktop version of your LocalWeb UK Website will be optimised for mobile browsing on your mobile site, including touch enabled slideshows, advanced menu options, social icons and content sliders.
8. We shall have the right to include our logo and a link to <https://localweb.uk> at the bottom of each page of Your Website (e.g. in the footer). We retain all IPR in our logo.
9. We shall deliver the Website Tiers according to the specifications available at <https://business.localweb.uk/websites/>.

## T. SMART PERFORMANCE

### 1. Definitions

**Campaign** means a campaign consisting of one or more of the Channels (as further set out in the Confirmation of Order) designed to generate impressions;

**Channel** means any one or more of the following:

- **Google Search Network and Microsoft Search Network** whereby we setup paid search engine promotion for your website on your behalf; and/or
- **Google Display Network and Facebook Audience Network** whereby we publish a banner and undertake associated targeting on the Google Display Network and/or Facebook Audience Network; and/or
- **Facebook and Instagram** whereby we target and optimise your Advertisement on social media on your behalf.

**Destination URLs** means the list of uniform resource locators for which the Service is intended to generate traffic.

**Mirrored Website** means a copy of your website which allows us to collect performance data on your website and campaigns without interrupting your day to day management of your website.

**New Domains** means a domain name similar to the domain name of your website, registered by LocalWeb UK on your behalf.

**Tracking Code** means discrete website programming that generates, collects and reports information about website traffic.

2. Smart Performance shall be considered an Advertisement.

3. The Initial Period shall be six months commencing on the date of the Confirmation of Order unless stated otherwise in the Confirmation of Order. Thereafter Smart Performance shall continue on a Monthly Rolling Term.

4. Performance data for the Smart Performance Service will be available via a link which will be provided to you by LocalWeb UK.

5. LocalWeb UK offers (including but not limited to the Google New Advertiser coupon) cannot be utilised in connection with the Smart Performance Service.

6. You may amend your Campaign in a manner which increases your Charges at any time. You may reduce your Charges after expiry of the Initial Period with effect from the start of the next Service Period.

7. You shall:

1. Provide us with the Content and information related to or required for your Campaign; and
2. grant us a worldwide, royalty free licence to use the Content for the purpose of delivering the Smart Performance Service; and
3. Co-operate and do all things reasonably requested of you for the purpose of delivering the Smart Performance Service.

8. We shall endeavour but do not guarantee to deliver the estimated impressions. Actual results will be heavily influenced by the:

1. quality of your website and its relevancy to your Campaign;
2. number of advertisers competing for position across ad channels at any time; and
3. inclusion of any customised content that you request.

9. Amendments to your business name, address, phone number or email address will be implemented upon request. Amendments to your Campaign parameters will be implemented upon request unless such amendments affect your Charges, in which case, the amendments will take effect on the next Service Period.

10. We will review your Campaign on a regular basis and contact you if necessary to discuss any changes you may require.

11. Google Search Network and Microsoft Search Network

a. Each of these Channels shall include:

1. Review and assessment of the Destination URLs;
2. Recommendations for effective Campaign Parameters to generate traffic to the Destination URLs;
3. Setup and activation of paid advertising accounts with search engines;
4. PPC Resale of paid advertising in the sponsored links section of search engine results pages according to the Campaign Parameters;

5. Ongoing campaign optimisation and monitoring; and
6. Monthly reporting.

b. We will allocate a Call Counter Number for call tracking.

c. Measuring the performance of the Campaign requires installation of Tracking Code within your website. If your website is managed by us we will install the Tracking Code within your website without interrupting the day to day use and management of your website. If your website is not managed by us, we will, on your behalf:

1. Create one or more Mirrored Websites and incorporate the Tracking Code;
2. Provide Tracking Code to your existing website supplier;
3. Host the Mirrored Websites;
4. Register one or more New Domains;
5. Point the New Domains at the Mirrored Websites; and
6. To protect your Search Engine Optimisation efforts, we will direct search engines not to crawl the Mirrored Websites.

d. Where we provide Tracking Code to your existing website supplier, you shall be responsible for ensuring your existing website supplier delivers the necessary changes to your existing website.

e. As part of the Smart Performance Service we will register the New Domains in our name as your agent, but you shall own all rights in the New Domains.

f. We will create and host the Mirrored Websites, but you shall own all rights in the Mirrored Websites, excluding the Tracking Code. You grant us the right to create and host any Mirrored Website on your behalf and warrant that duplication and use of your website and the content from your website on a Mirrored Website shall not infringe any third party's rights.

g. Smart Performance excludes improving organic rankings on search engine results pages which are determined by website content.

## 12. Google Display Network and Facebook Audience Network

a. Each of these Channels shall include:

1. Creation – Our design team will create your Content in all relevant sizes for publication across the network. Once an initial version of the Content is completed we will commence the review, amendment and publication process.
2. Behavioural Targeting – We will use <https://localweb.uk> user search behaviours as well as third party tracked user behaviours as appropriate to target your Campaign to the most relevant users.
3. Contextual Targeting – We will use a contextual targeting engine to target your Campaign at network website pages which are relevant to your targeting criteria.
4. Geographical Targeting – We will use a variety of methods including IP address and <https://localweb.uk> user search behaviour to target your Campaign to users in the geographical area(s) which you have specified.
5. Publication – Publication of the relevant elements of the Campaign.

d. We shall have the right to update your Banners and as and when we deem necessary (in our sole discretion) to improve the performance of the Campaign.

## 13. Facebook and Instagram

a. Each of these Channels shall include:

1. Initial consultation and planning,
2. Editing and creating Content for your Campaign as required;
3. Creation of your Campaign on Facebook and/or Instagram's platforms (as applicable);
4. Operation and development of your Campaign, and
5. Monthly reporting, with the objective of targeting the most relevant audiences and locations, taking into account the rankings and prominence of your Campaign.

b. You shall add a business manager nominated by us as an administrative user to your business' Facebook page and/ or Instagram page (as applicable) and grant us the right to exercise all administrative functions for the purpose of delivering the Services.

c. You warrant that you and Your Content comply with the relevant terms on Facebook (currently located at: <https://www.facebook.com/legal/terms>) and/or Instagram (currently located at: <https://help.instagram.com/581066165581870>) (as applicable).

d. You acknowledge that we have no control over the policies of social media sites with respect to the type of content that they accept or the way in which content is displayed either now or in the future, and social media sites may:

1. Stop accepting submissions from us for an indefinite period of time with or without notice; or
2. Cease or suspend a Campaign at its discretion.

You shall hold us harmless against any claim arising in such circumstances.

Last Updated on 21 September 2020

## U. LocalWeb UK MESSAGING

### 1. Definitions.

**Apple Business Chat** means the services, program or Apple Business Chat materials that are made available through LocalWeb UK, including any Updates (if any) that may be provided to You by Apple.

**Apple Business Register** means the Apple website, which contains certain Apple Services, located at register.apple.com and all associated sites linked to register.apple.com by Apple.

**Apple Service(s)** means the features, services, integrations, products or programs that Apple may provide or make available through Apple Business Register and any updates thereto, including the tools that enable organizations to subscribe to and set up accounts and manage said items.

**Consumer** means Customers of businesses. A consumer is the primary user who initiates the conversation via messaging.

**MSP** means Messaging Service Provider, a system that facilitates the exchange of Apple Business Chat Messages.

**Message** means a message that is received or sent by You using LocalWeb UK Messaging.

**Updates** means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases or versions of any part of Apple Business Chat.

2. Capitalised terms in these Messaging Service Rules shall have the same meaning as set out in the Conditions.

3. The Agreement shall become binding upon your acceptance of these LocalWeb UK Messaging Service Rules in the LocalWeb UK for Business App.

4. Unless it is terminated earlier in accordance with these Conditions, the Agreement shall continue unless and until you cease using LocalWeb UK Messaging. If you cease using LocalWeb UK Messaging and you subsequently wish to use it again, a new Agreement may be required.

5. For the purposes of these Conditions LocalWeb UK Messaging shall be a Beta Service unless specified otherwise. We shall endeavour to make LocalWeb UK Messaging available to you but shall not be liable for any unavailability.

6. Where you are eligible, LocalWeb UK Messaging will be available to you via the LocalWeb UK for Business app.

7. You must not use LocalWeb UK Messaging:

- a. for any unlawful purpose;
- b. to harm, threaten, abuse or harass another person, or in a way that invades someone's privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to us or any other company within our group of companies;
- c. as a source of contact data for any kind of marketing activity outside of LocalWeb UK Messaging;
- d. in a way that affects how it is run; and
- e. in a way that imposes an unreasonable or disproportionately large burden on our communications and technical systems as determined by us.

8. If you receive a Message that you believe does not comply with the requirements set out in paragraph 7 above, please notify us immediately. We will review the Message and take such action as we deem appropriate.

9. The Consumer experience is critical to LocalWeb UK Messaging therefore when creating your LocalWeb UK Messaging account, you will be required to select a Message response service level. Where you fail to respond to a Message from a Consumer within this service level, we may pass that Message to one of our other customers to reply to the Consumer. We may amend the service level parameters available in the LocalWeb UK for Business app at any time without liability.

10. LocalWeb UK partners with an approved Apple MSP to provide LocalWeb UK Messaging. As part of LocalWeb UK Messaging, you may be permitted access to Apple Business Chat. By accessing Apple Business Chat:

you agree to be bound by the Apple Business Register Terms of Use, including but not limited to Attachment 1 Service Terms for Business Chat Beta available at [https://register.apple.com/resources/tou/register\\_en.html](https://register.apple.com/resources/tou/register_en.html) as amended from time to time; and

you confirm that your business complies with the Apple Business Chat Policies including the prohibited list of product categories available at [https://register.apple.com/resources/business-chat/BC-Policies\\_and\\_Best\\_Practices.pdf](https://register.apple.com/resources/business-chat/BC-Policies_and_Best_Practices.pdf) as amended from time to time.

11. You acknowledge that we have no control over the Apple Business Register Terms of Use and/or the Apple Business Chat Policies.

12. Apple reserves the right to not provide (or to cease providing) Apple Business Chat to you at any time in its sole discretion.

13. You understand and agree that LocalWeb UK and Apple may share your information with each other to enable us to provide LocalWeb UK Messaging.

14. You shall hold us harmless against any claim arising in circumstances where we have undertaken actions on Your behalf in relation to providing or administering Apple Business Chat, sending or receiving Messages or other activities under these LocalWeb UK Messaging Services Rules.

15. You use LocalWeb UK Messaging at your own risk.

16. LocalWeb UK reserves the right to suspend, not provide or to cease providing LocalWeb UK Messaging to you at any time in its sole discretion. Where we suspend or cease your access to LocalWeb UK Messaging, you must not create another account without our permission.

Last Updated on 02 December 2020