

## Digital Presence Services Module 2

This module applies to any Digital Presence Services ordered in an Order Form.

### 1. Definitions

In this module:

**Advertisement** means an advertisement in a Publication; and

**Advertising Services** means the promotion of a Business Profile on the website and/or an Advertisement; and

**Business Profile** means a profile of your business detailed by, but not limited to its name, address, phone numbers, email, website address, hours of operation, description texts, images, video, reviews, deals, possible service links and such information as relates to a business; and

**Content** means all content including Your Content, Our Content, User Content and Third-Party Content made available in connection with the Advertising Services; and

**Digital Presence Services** means Advertising Services relating to a Business Profile specified in the Order Form; and

**Free Business Profile** means an unpaid Business Profile which may be published online or in a printed publication; and

**Our Content** means all content created by us and made available on our website or in a Publication in connection with the Advertising Services; and

**Publication** means a printed Phone Directory or Directories as specified in the Order Form; and

**Subscription Agreement** means the Localsearch Subscription Agreement found at [business.localsearch.com.au/legal](http://business.localsearch.com.au/legal); and

**Subscription Start Date** means the Contract Effective Date on the Order Form; and

**Third Party Content** means any content that is made available on our website that originates from parties other than us, you or our users in connection with the Advertising Services; and

**User** means a person who uses the Website or Publication where our Advertising Services are displayed and distributed; and

**User Content** means any content that a user submits or transmits through our Website in connection with the Advertising Services; and

**Website** means our online directory website ([www.localsearch.com.au](http://www.localsearch.com.au) and related domains) and mobile applications that we or our Related Bodies Corporate own or operate; and

**Your Content** means any content as defined in Clause 9 of the Subscription Agreement.

## **2. Fees**

All Advertising Services are provided on a per Business Profile basis, for a single Business Profile Location, as set out in the Order Form. If you require Advertising Services in relation to another Business Profile, you must purchase additional Advertising Services.

## **3. Business Information**

- (a) You agree that we may obtain or scrape the Business Information from third party platforms at our discretion at any time for the purposes of creating a Business Profile for the Advertising Services. The parties agree that the Business Information is Your Material.
- (b) To the extent you own or have a licence in respect of any Intellectual Property Rights in the Business Information, you grant to us a perpetual, non-exclusive, worldwide, irrevocable, transferable, fully paid up, royalty-free licence (with the right to grant sub-licences) to use, reproduce, modify and communicate such intellectual property rights for the purpose set out in clause 3(a).
- (c) Where Personal Information forms part of the Business Information, you warrant you have obtained all relevant consents required to make such Personal Information available and for us to use and publish the information in accordance with our rights set out in clause 3(a).
- (d) Prior to publishing the Business Information in accordance with clause 3(a), we will take reasonable steps to confirm with you the accuracy, completeness and currency of any Business Information and the existence of the required consents in respect of Personal Information obtained.
- (e) You acknowledge that we will not be responsible for any errors or omissions contained in the Business Information we publish, nor for any failure by you (or us) to procure required consents to obtain and publish any Personal Information on our Website or Publication.
- (f) You agree it is your responsibility to regularly review your Business Information we publish, and you undertake to notify us (as soon as practicable) of any errors or omissions contained in the Business Information and of any consents required in relation to Personal Information.

## 4. Publication

- (a) Subject to the Advertising Services in the Order Form, and payment of the Fees, we will publish the Advertisement in the next available issue of the Publication.
- (b) We may make changes from time to time including:
  - (i) deleting classified headings and including the Advertisement in an alternate suitable heading as reasonably determined by us; and
  - (ii) placing the Advertisement in any position either on any page or online page on which the relevant classified heading appears or any page opposite or following such page.
- (c) We may (but we are under no obligation to) place the Advertisement on any electronic media such as electronic networks, databases, web pages or social media sites and may alter the Advertisement as reasonably necessary for such placement. You authorise any such placement and agree that this module will apply.
- (d) You agree that any artwork design or content we supply for any Advertisement is Our Material, remains our property and cannot be used by you for any other publication or purpose without our written consent.

## 5. Publication Proofs

- (a) Artwork for the Advertisement must be provided to us within fourteen (14) days of the date of the Order Form. We reserve the right to exclude any artwork received after that date and to publish the advertisement with no artwork or with any artwork which we deem appropriate.
- (b) We agree to provide you a proof of the Advertisement prior to publication via email or other delivery method as we see fit. Proof documents sent via email will be deemed received by you on the day sent regardless of you opening or reviewing the document. You must give written notice of any amendment within seven (7) days of receiving the proof, otherwise you will be deemed to approve the proof and agree to the publication of the Advertisement as per the proof.
- (c) Any amendments which do not merely correct errors shall be regarded as a variation to the Advertisement and may be charged for by us at our standard rates for variations applicable at that time.

## 6. Free Services

- (a) A Free Business Profile 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 Terms shall apply to any Service when provided as Free Services.

- (b) Use of 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 Free Services.

## **7. Business Profiles on our Website**

- (a) You must only show content on your Business Profile that relate to your products or services. All trade association or accreditation logos must be in compliance with the associations or governing bodies rules.
- (b) The content for your business must not infringe on the intellectual property rights of any third party. You indemnify us for all action and costs in the event that any third party brings a claim or objection against us for such infringement.
- (c) We reserve the right to remove content from an advertisement or business profile if:
  - (i) we consider an address is not a genuine trading address or otherwise includes inaccurate business and contact information;
  - (ii) accreditations and trade associations are in breach of the relevant rules, regulations or standards of those bodies;
  - (iii) we consider that any content may infringe on any Advertising Policy, the terms of any law, or the rights of any person or corporation;
  - (iv) we consider that any content may subject us to a claim, prosecution, criticism or embarrassment;
  - (v) we consider that any content may be unlawful, misleading, offensive, prejudicial or inflammatory;
- (d) You agree to adhere and comply with our content integrity policies in relation to Reviews on our Website which can be found at <https://business.localsearch.com.au/content-integrity/>

## **8. Acknowledgements**

- (a) You acknowledge that we in our absolute discretion may:
  - (i) postpone publication of any Advertisement or Publication; and
  - (ii) make an alteration or change to our distribution maps/areas and/or the number of printed copies of a publication distributed; and
  - (iii) return or destroy all artwork which remains in our or our printer's possession for a period exceeding twelve (12) months from the date of publication of the Advertisement without being required to give notice to you.

- (b) You agree that we will not be liable for:
  - (i) any loss, damage or liability howsoever arising for any mistakes that appear in a Business Profile or Advertisement that has been approved by you; or
  - (ii) any loss or damage to artwork, film, videos or other materials supplied to us which at all times and in respect of all things remain at your risk.
- (c) We shall not be liable for downtimes, interference in the form of hacking, viruses, disruptions, interruptions, faulty third-party software, search engines or websites on which Advertising Services are dependent or other deliveries from a third party.
- (d) We shall not be liable for any changes made without notice by you or a third party employed by you to your Business Profile that affect the Advertising Services delivered by us.
- (e) We shall not be liable for Advertising Services leading to a minimum number of views, position, ranking or frequency in searches on relevant words, categories or otherwise. In addition, we shall not be liable for ensuring that such Advertising Services lead to a certain volume of traffic, number of clicks, registrations, purchases or the like.