

# LocalVis Services Module 3

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

## 1. Definitions

In this module:

**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 your business on Localsearch.com.au and third-party websites; and

**Content** means all content including Your Content, Our Content, User Content and Third-Party Content made available on Localsearch.com.au and third-party websites; and

**Apple** means an Apple Business Listing and associated Business Profile created in your name on Apple; and

**Bing** means a Bing Places Listing and associated Business Profile created in your name on Bing; and

**Facebook** means a Facebook Business Page and associated Business Profile created in your name on Facebook; and

**Google** means a Google Business Listing (GBP) and associated Business Profile created in your name on Google; and

**Localsearch.com.au** means our online Localsearch.com.au 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

**Our Content** means all content created by us and made available on Localsearch.com.au and third-party websites ; and

**Publisher networks** means authoritative third party publishers, mapping services, data aggregators and personal assistant platforms including but not withstanding Tom Tom, Foursquare, WhereTo, Waze, Here, Uber, Hotfrog, Nextdoor, Siri, Google Assistant and Mapquest.

**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 Websites** means websites that we do not own or operate including but not withstanding Google, Apple, Facebook, Bing and publisher networks.

**Third Party Content** means any content that is made available on Localsearch.com.au and third-party websites other than by us, you or users; and

**User** means a person who uses Localsearch.com.au and third-party websites ; and

**User Content** means any content that a user submits or transmits through Localsearch.com.au and third-party websites ; and

**Website Advanced Design Processes** means the creation of elements of a website including, but not limited to the header, navigation, feature images and visual sections of the site. The determination of what is considered an "advanced design process" is in our absolute discretion.

**Website Client Approval** has the meaning given in section 3.4;

**Website Design Services** means any Website Design Services we perform on a Website Platform.

**Website Initial Build Cost** means the total amount of all Website Design Services you purchase as identified in the Order Form. The cost of any additional Services (such as for Localrank Services) you purchase will be added as applicable to the Initial Build Cost;

**Website Live** means the point in time when your website is activated, rendering the website published and publicly accessible on the internet through the World Wide Web;

**Website Management Site** means webbuilder.localsearch.com.au or another a link which we provide you from time to time;

**Website Minor change** means anything not deemed by us to be a Structural Change, Template Change or Page Addition change. The determination of what is considered a "minor change" is in our absolute discretion;

**Website Page Addition Change** means a one-off change, made within 12 months from the date of the order form, if you do not use your full entitlement of website pages for the Website Design Services on the Order form, you may add website pages up to and including your full entitlement of website pages;

**Website Structural Change** means any changes to the website that requires moving or changing elements of the website including, but not limited to:

- The Header;
- Navigation;
- Adding of New Sections and/or Modules;
- Colour Schemes;
- Fonts;

- Adding New Buttons and/or Links;
- Adding Plugins;
- Feature Images and Visual Sections of the site.

**Website Template Change** means any changes to the website that requires moving elements of the website design template, including, but not limited to:

- Layout Changes and/or Redesigns
- Changing an Existing Page to a New Page (i.e. from Gallery Page to Services Page)
- Static Pages;
- Animations;
- Forms including additional fields;
- Changes to Site Maps excluding a Page Addition Change;
- Moving Modules from one location to another;

**Website Platform** means the platform we use to perform the Website Design Services. All websites will be developed on a HTML5 Platform. You acknowledge that:

a. HTML5 platform websites cannot be exported or hosted elsewhere.

b. That we in our absolute discretion may change the HTML5 Platform we use to perform the Website Design Services at any time. In the event that we change the HTML 5 Platform:

- I. We will inform you in writing with a minimum of 60 days-notice of such a change;
- II. You agree to do all things necessary and comply with all our reasonable directions and guidelines to allow us to make a change to the HTML 5 Platform in accordance with this agreement, including but not limited to, updating your DNS records as instructed by us.
- III. You acknowledge that any failure to comply with our directions within the 60 days-notice period, may impact the Live availability of your website, rendering your website unpublished and not publicly accessible on the internet through the World Wide Web;
- IV. You agree that we will not be liable for any loss, damage or liability howsoever arising for a change in Live availability of your website

due to any failure by you to comply with our reasonable directions and guidelines within the 60 days-notice period.

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

## **2. Fees**

All Services are provided on a per Business Profile basis, for a single Business Profile Location (with the exception of Website Design Services), as set out in the Order Form. If you require Services in relation to another Business Profile, you must purchase additional Services.

## **3. Services**

We agree to provide you with the LocalVis services as set out in your Order Form.

### **3.1 Business Profiles**

- (a) setting up a Business Profile for you on Localsearch.com.au and third-party websites.
- (b) managing the content of your Business Profile for you on Localsearch.com.au and third-party websites.
- (c) uploading your Materials onto your Business profile on Localsearch.com.au and third-party websites.
- (d) posting of your Materials on your Business Profile on Localsearch.com.au and third-party websites;
- (e) optimisation of your Business Profile on Localsearch.com.au and third-party websites;
- (f) assisting with the release of new product features that relate to your Business Profile on Localsearch.com.au and third-party websites.

### **3.2 Website Design Services**

- a. We will (unless otherwise specified on an Order Form):
  - 1. provide you with initial access to the Templates so you can make a selection;
  - 2. provide a reasonable amount of consultation with our personnel (which in our absolute discretion may be by phone, email or any other mode of communication) in order to design and set up your Website; and
  - 3. make Live and publish the Website when completed, in accordance with the specifications for those packages in the Order Form,

- b. We may require you to pay additional Fees based on our then-current consultation rates, including up to the total sum of the Initial Build Cost for each request, where we consider that you are requiring more than a "reasonable amount of consultation" and the determination of what is considered "reasonable amount of consultation" under this clause is in our absolute discretion.
- c. We reserve the right to begin design and construction of the website after 45 days from the date the Order Form is agreed, regardless of the amount (if any) of content and imagery submitted by you. The website will be made accessible under a preview link as soon as the website construction is completed by us.
- d. We will design and develop the website with your help and input. You may submit Your Materials to us by email or logging into your account at the Management Site.
- e. If you provide links to sample sites in Your Materials, this is for general information purposes only and to assist us with the design of your website. The functionality and detail of the sample sites will not be duplicated unless such functionality and detail is specifically available in our templates and such duplication does not infringe upon the intellectual property rights of others. We will not be held liable for the accuracy of information, typos, or spelling errors in any of Your Materials approved by you and published on the website.
- f. We will develop the website design and content proofs after we receive Your Materials including any imagery from you. We will provide you with an email and Preview Link to enable you to access and review the website design and content proofs. If you consider any changes are necessary, you must contact us. You may request up to two (2) Structural Changes. We will make all necessary consequential changes and will reissue new design and content proofs to check and track the changes by email. If you require more than two (2) Structural Changes then those may, in our discretion, be deemed beyond the "reasonable amount of consultation" and result in additional Fees to you
- g. Once your approval of the design and content proofs is gained or is deemed to have been obtained in accordance with this Agreement, the construction phase of the website will begin.

### **3.3 Website Construction Phase**

- a. Construction of the website will begin based on the approved design and content proofs arising out of the Website Design Services. No Structural Changes can be made during this website construction phase without you incurring additional Fees.
- b. Any Website Advanced Design Processes requested that are not specified in the description of the product or service initially purchased, may result in additional Fees for which you will be notified of in advance.
- c. You will be notified by email or phone when construction of the website is completed and sent a Preview Link for approval via email.

- d. During the website construction phase, you may contact us to request free of charge two (2) Minor Changes. We will make all necessary consequential changes and notify you via email or phone to check and track the changes. If you require more than two (2) Minor Changes then those may, at our discretion, be deemed to be beyond the "reasonable amount of consultation" and result in additional Fees.

### **3.4 Website Client Approval**

- a. You agree that if you fail to respond within 30 days to our notification or requests for:

- I. your approval to go live from the preview link provided by us;
- II. review of design and content proofs; or
- III. missing information,

the website, along with the functionality of the website and the Services rendered, will be deemed to have your approval, and the website will be designed, constructed and taken Live with the missing information "as-is" or "under construction" to your domain name or a sub-domain managed by us.

- b. Your website will be accessible under a preview link as soon as the website construction is completed by us. You are responsible for testing the functionality of the website upon our request for approval, and notification that the website has been completed. This includes, but is not limited to, functionality of all website pages, database, e-commerce store, payment functions, galleries, applets, forums etc.
- c. Once you approve the Website design, we will make it live.

### **3.5. Acknowledgement**

- a. You agree that we will not be liable for and loss, damage or liability howsoever arising for any mistakes, errors or omissions that appear on your website that has been approved by you.
- b. You acknowledge that HTLM5 platform websites cannot be exported or hosted elsewhere.

## **4. Business Information**

- (a) You agree that we may obtain or scrape Business Information from third party platforms at our discretion at any time for the purposes of creating a Business Profile for the 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.

## **5. Business Profiles**

- (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 a 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/>

## **6. Your use of this Service**

- (a) you are responsible for all content displayed on your Business Profile, and that we have no connection or responsibility either to you or any third party for any content displayed.
- (b) you are solely responsible for your Business Profile.
- (c) our use (and our use on your behalf) of your Business Profile is at your own risk.

## **7. Your responsibilities for this Service**

- (a) You grant us management access to your Business Profiles.
- (b) You grant us permission to make changes to your Business Profiles.
- (c) Provide unlimited access to existing Business Profiles account traffic statistics for analysis and tracking purposes.
- (d) Allow us to use Your Materials for the purposes of providing the Services;

## **8. Acknowledgements**

- (a) You agree that we will not be liable for any loss, damage or liability howsoever arising from any mistakes that appear in a Business Profile or Website that has been approved by you.
- (b) We shall not be liable for downtimes, interference in the form of hacking, viruses, disruptions, interruptions, faulty third-party software, search engines on the website or third-party websites on which Services are dependent or other deliveries from a third party.
- (c) We shall not be liable for any changes made without notice by you or a third party employed by you to your Business Profile or Website that affect the Services delivered by us.
- (d) We shall not be liable for 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 Services lead to a certain volume of traffic, number of clicks, registrations, purchases or the like.
- (e) We shall not be liable for our Business Profile related suspensions or cancellations that may affect the Services delivered by us.



- (f) We shall use all reasonable endeavours to Services in accordance with the applicable third-party website guidelines. However, we shall not be liable for delayed or non-conforming performance due to changes made to standard terms, assessment algorithms, search criteria, viewing policy, prices and campaign offers or other matters beyond our control and reserve the right to make changes to Services as a result of the same. In addition, we shall not be liable for other changes or discontinuation of search engines.
- (g) If you do not implement some or all of our recommendations, or you deliberately or inadvertently remove any of our implementation, we shall not bear any liability for any lack of success experienced by the you relating to the Service.
- (h) We have no control, accept no responsibility, and shall not be liable for the policies of third-party websites with respect to the type of content that they accept now or in the future. Your Business Profile may be suspended or excluded at any time at the sole discretion of them.
- (i) You acknowledge that we have no responsibility for, or control over Third Party Websites or Publisher Networks and their use of the Business Profile Data once submitted to them, and we expressly disclaim any liability therefor, including specifically there:
  - (a) usage of Business Profile Data;
  - (b) particular ranking of any Business Profile.Business Profile Data as a result of a search or query;
  - (c) accuracy or contents of Business Profile Data published; or
  - (d) acceptance and/or publication of Business Profile Data and/or any changes thereto.
- (j) We, Third Party Websites or Publisher Networks might require a verification process for which you or an Authorized User must reply to inquiries of us and/or a Third Party Websites / Publication Partner ("Verification"). You shall provide us with the appropriate email address(es) for Verification requests and ensure any necessary consents and/or Authorized Users to all email communication on the Verification thereto. You shall take any necessary actions or required in Verification emails and/or forward Verification emails to the email address provided by us for that purpose within five (5) business days. Failure to complete the Verification process may delay or prohibit the fulfillment of our services.