

## **TERMS & CONDITIONS**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1. DEFINITIONS:**

**“SIL”** means Search It Local (UK) Ltd.

**“Contract”** means the contract, of which the Order Form forms part, to which these Terms and Conditions apply.

**“Terms”** means these terms and conditions.

**“Customer”** means the person or company identified as such on the Order Form.

**“Fees”** refers to fees made to Search It Local (UK) Ltd for products and/or services rendered.

**“Deposit”** means the deposit paid for the Products or Services as set out in the Order Form.

**“Order Form”** means the paper or online order confirmation which forms part of the Contract or, where there is none, the sales receipt.

**“Copy Sheet”** means the paper or online document that accompanies the Order Form and details the information that is to be included on the products purchased by the Customer.

**“Product” or “Service” or “Product or Service”** means any product or service undertaken by Search It Local (UK) Ltd in accordance with the completed Order Forms.

**“Delivery Guide”** is SIL’s estimated projection of the clients SEO package delivery.

**“Customer Content”** means the Customer’s content created or supplied by the Customer for use in any product or Service.

**“SEO”** means Search Engine Optimisation i.e. methodology of strategies, techniques and tactics to obtain rankings in the search results page of a search engine.

**“Core SEO Order”** means the first SEO keyword package purchased by the Customer, prior to any additional SEO orders.

**“Additional SEO Order”** means any additional SEO keyword or area packages, or any additional pages or services purchased by the customer, outside of the original core SEO order.

**“Keywords”** means core key words or phrases and/or variations of those key words or phrases developed as part of the Customer’s SEO programme in accordance with the Customer that describe the products/services and areas that they wish to be searched for via search engine users.

**“Algorithm”** means the formula used by search engines to rank the resulting web pages from a user’s enquiry.

**“Directories”** means Third-Party online Directories.

**“Social Media”** means social networking sites i.e. Facebook, Twitter.

**“Programme”** means the Customer’s website(s) and/or SEO package(s) as per their signed order(s) with Search It Local (UK) Ltd.

**“Multi” or “Regional” or “National”** means the Customer has more than one order with Search It Local (UK) Ltd.

**“Guarantee”** refers to the Customer commitment whereby SIL will have achieved a designated number of keywords and or phrases from the Customers SEO programme during the contract term.

**“Third-Party Provider”** means any Third-Party service provider (including but without limitation search engines or telephone directory services) on whose search results the Products or Services will appear.

**1.2.** These Terms govern each agreement entered into between the Customer and Search It Local Media (UK) Ltd relating to the supply of any products or services, this applies whether or not the Order Form or any other document to which the Customer agrees makes reference to these terms.

## **2. PRODUCTS & SERVICES**

Based upon the package purchased the following product specific terms and conditions apply:

### **2.0. WEBSITE DEVELOPMENT**

**2.01.** SIL shall develop the Website in accordance with the Customer Content, which may include (as appropriate): business address (including postcode), business telephone number, link to receive enquiry emails, social media links (as appropriate), business specific keywords, business description and images. The Customer shall provide the Customer Content to SIL either at the time of the order or within 5 days from the date on the Order Form (unless otherwise agreed in writing) and in such format as SIL reasonably requires. If SIL does not receive the Customer Content within the 5 days allowed, then SIL will complete the website development using basic business details and reserves the right to make an additional charge, in accordance with its current rates, for the time spent developing the Customer Content.

By completing the Order Form or online order confirmation the Customer agrees to be bound by the terms of the Contract. No conditions other than those set out here and in the Order Form shall be binding on SIL unless:

(i) specifically agreed to in writing by SIL and  
(ii) signed by or on behalf of the Customer and a Director of SIL. Save in respect of any such exception, in case of any inconsistency between the Order Form and these Terms, these Terms will prevail.

**2.02.** SIL aims to complete the website within 45 working days of receiving the Customer Content (where applicable, depending upon the services purchased). A preview of the initial website design is sent to the customer within the 45 working day development period. The initial design will be based on the instructions provided. SIL will make amendments to the initial design if required however a complete redesign or requests to add more pages that have not initially been instructed may carry additional charges. The customer has 5 working days to contact SIL to make any amendments before the website is sent to go live, and all amendments must be notified to SIL at the same time

**2.02.1.** The Website design and build and accompanying content pages will be created in accordance with the Customers purchased SEO keyword package. The maximum limit of SEO optimised pages is 1 page per SEO keyword chosen (5 per standard issue and 3 for a SEO Starter package). Customers will also receive 1 SEO optimised page per chosen SEO area. In addition to the aforementioned pages, the Customer shall also receive an SEO optimised home page, contact us page and areas we cover page. Customers may opt in or out during the welcome call to receive a singular gallery and/or testimonials page free of charge, however if a request is submitted for additional pages at any time after the Welcome Call then further charges may apply as per section 2.02.

**2.03.** SIL's committed website development and SEO performance timeframes will only

be met upon the Customer providing the agreed content and/or signing off the completion of the website as per the timeframes stipulated in 2.01 and 2.02, and/or any third-party transfer deadlines being met, as per point 2.13.

**2.04.** SIL reserves the right at its discretion to submit the Website, or the relevant part thereof, to one or more Third-Party Providers, and if it does so, the Customer agrees that SIL has no control over these search engines and as such cannot guarantee that the submission will be accepted or at what position in the search results the Products will appear.

**2.05.** Unless otherwise agreed in writing, any property or material supplied by or on behalf of the Customer in order for SIL to create the Website will not be returned to the Customer.

**2.06.** The Customer accepts that any Website purchased is subject to editorial review by SIL and any Third-Party Provider. Notwithstanding this, SIL will use reasonable endeavours to fulfil the Customer's requests.

**2.07.** The Customer shall seek approval before requesting to add any trademarked logos to their website prior to, during or after the development period. Search It Local (UK) Ltd are not liable for any issues surrounding this area and will be under the assumption that the Customer has full authority to use any trademarked logos they request to be displayed on their website.

## **2.1. WEBSITE DOMAIN, EMAILS & HOSTING**

**2.11.** In the event that a Customer signs a contract for SEO, SIL and/or a Third-Party Provider (of the Customer or SIL) shall be responsible for the hosting, operation and maintenance of the Website, domain(s) and email(s), and although it shall use its reasonable endeavours to keep the Website, domain(s) and email(s) available, SIL gives no guarantee as to continuing service availability. The website hosting, domain and email accounts are not part of the Customer's SEO Contract with SIL.

**2.12.** The Customer domain name is owned by the Customer. SIL will host your domain name during the Customer contract. The domain name can be transferred at any time either during or after the contract, subject to all financial commitments being met. SIL reserves the right to make an additional charge for the transfer of the domain.

**2.13.** In the event that SIL are instructed to transfer an existing Customer owned domain name, and the third-party transfer is not made within the 45 working days website development period, SIL may be unable to achieve committed website development and SEO performance timeframes, as per point 2.03.

**2.14.** SIL reserves the right to purchase a new domain name for the Customer in the event of either a significant delay in the transfer of a Customer owned domain name, or if SIL deem a new domain necessary. In the event of a new domain name being required to be purchased, SIL may be unable to achieve SEO performance timeframes as per point 2.03.

**2.15.** SIL cannot be held responsible for any legacy issues or historical penalties attributed to existing domains provided by the Customer, and as such committed development and/or SEO performance commitments may not be met.

**2.16.** SIL cannot be held responsible for the rendering or performance of the Customer's website as a result of third-party software suppliers updating or amending their terms of service or software.

**2.17.** Non-disclosure of any existing email addresses associated with any domains the Customer shall transfer to Search It Local (UK) Ltd may result in the loss of email messages previously stored for which Search It Local (UK) Ltd shall not be liable. If the Customer opts to not back up any emails upon point of transfer as per their signed paperwork, SIL shall not be held liable for the loss of any email messages previously stored. In the event that email hosting is not transferred to Search It Local (UK) Ltd any loss of email messages or technical issues are considered the Customer's responsibility and SIL shall not be held liable.

## **2.2. WEBSITE DESIGN & COPY**

**2.21.** Information concerning the Customer contained on the Website will be derived from information provided by the Customer and it is therefore the Customer's responsibility to ensure that the information is accurate by checking the Website. The Customer acknowledges and agrees that the information it has submitted to SIL shall at all times be accurate, complete and up to date. SIL shall incur no liability for any errors in that information, except those which were introduced by SIL and not signed off by the Customer. SIL reserves the right to edit the content provided by the Customer in order to improve delivery. If SIL finds any evidence indicating that the Customer has provided false information in its Website, it reserves the right to cancel the Contract without notice.

**2.22.** By providing images for use in our services, the customer acknowledges and agrees that they have obtained all necessary rights, licenses, permissions, and clearances for the use of such images. The Customer certifies that the supplied images are not copyrighted or that they have obtained the appropriate permissions from the copyright holder for their use. The Customer further indemnifies and holds harmless SIL

against any claims, damages, or liabilities arising from the unauthorised use of copyrighted images supplied by the customer.

**2.23.** SIL reserves the right at any time without notice to remove any Customer Content (or Customer Links) from any Product or Service if it reasonably believes the Customer Content (or Linked Content) would, or would be likely to, put the Customer in breach of Clause 6 or any other provision of the Contract or would otherwise be detrimental to the interests or goodwill of SIL. Any such action shall be without prejudice to SIL's other rights and remedies.

**2.24.** Any Customer Content which contains content of an unlawful or otherwise unacceptable nature (including but not limited to pornography or content depicting violence) may be reported to the appropriate authorities.

**2.25.** The Customer accepts that when the Customer requests specific copy and/or design changes outside of the on-site recommendations made by SIL (both in the website development process and post publication), there could be a decline in Keyword rankings meaning that the optimum number of page one keywords on Google drops below the guarantee, for which SIL will not be held responsible.

**2.26.** All website files are the property of Search It Local (UK) Ltd and the unauthorised use of either copy and/or associated design components and/or images may result in additional charges and/or legal action.

### **2.3. WEBSITE GENERAL**

**2.31.** SIL may telephone the Customer from time to time and, as with incoming calls to SIL, the Customer accepts that all such calls may be recorded for internal purposes, including monitoring and training.

**2.32.** The Customer accepts that SIL cannot ensure that the Website is in all respects visible in all browsers and versions of these browsers. SIL shall use its reasonable endeavours to ensure that the Website is visible in the most commonly used versions of the latest browsers.

**2.33.** Unless stated on the Order Form, SIL cannot guarantee any Interactions of a Website.

**2.34.** By signing the Order Form or online order confirmation the Customer confirms that the details listed are correct and authorises SIL to proceed with the implementation of the order based on the details and information supplied.

**2.35.** SIL retains full rights to all copy composed in the design and creation of the Customer's website, and any stock imagery purchased from Third-Party suppliers.

## **2.4. SEARCH ENGINE OPTIMISATION**

**2.41.** SIL cannot start work on the SEO until the Customer's website is officially signed off by the Customer and completion email dispatched.

**2.42.** SIL's estimated SEO delivery guide is 16 weeks, subject to 2.46, 2.47 and 2.48. In the event that SIL achieves the Customer guarantee ahead of the 16-week SEO delivery guide, the Customer will not incur any additional cost. Please note, newly purchased domains can sometimes take longer than the 16-week estimated SEO delivery guide. The SEO delivery guide is not relevant if you have purchased a SEO Starter (non-guaranteed) package.

**2.43.** For first year Customers (subject to full compliance with 2.03.) the website expiry date is set at 12 months and 45 working days from the initial sales date.

**2.43.1.** For first year Customers, to ensure the relevant development time is reserved, the Customer is contacted 6-8 weeks prior to the anniversary of the initial sales date, this then forms the Customer renewal point thereafter on an annual basis.

**2.44.** As part of the SEO development process SIL specifically creates a programme of content to target the core keywords plus a variation of these keywords that are relevant to the Customer's type of service. Both the core and variation keywords are attributed towards the Customer's keyword guarantee.

**2.45.** Keyword rankings can be subject to fluctuation. In the event that the Customer's keywords fail to meet or drop below the level guaranteed, then SIL reserves the right to strategically review and adjust keywords if required. SIL also reserves the right to adopt a change of performance strategy by using Google My Business and/or paid search advertising and/or any other search engine performance products or techniques. SIL reserves the right to determine a keyword and/or phrase guarantee as achieved in the event that satisfactory search engine traffic is demonstrated through Google Analytics and internal SEO reporting. Tracking is undertaken by SIL through both analytics and multi-search engine rankings performance.

**2.46.** SIL cannot be held responsible for any legacy issues, future penalisation, or incorrect business details due to online directory listings, duplicate content and/or live websites, historical penalties and/or existing domains. The Customer's failure to declare at point of sale any existing or historical domains may result in the SEO guarantee becoming void. SIL reserves the right to void associated guarantees in the

event of any of the aforementioned.

**2.47.** SIL cannot be held responsible when keyword rankings decline due to copy, on-site structural and/or cosmetic amends demanded by the Customer post publication that have a detrimental effect on SEO performance. SIL reserves the right to void associated guarantees in the event of any of the aforementioned.

**2.48.** Our Development Team track keyword rankings across the term of your contract, including existing and future algorithm updates that can affect keyword rankings, and will act accordingly if rankings drop below the purchased guarantee (see 2.45).

**2.49.** SIL cannot be held responsible for any significant algorithm updates made by a third-party search engine during the Customer's contract term, and as such the 12 month Customer contract remains in place.

**2.50.** For renewal customers, in the event that the core SEO order is not renewed then the core SEO content will be removed from the website. Furthermore, the SEO guarantee will become void on any additional SEO orders, both new and existing.

**2.51.** SIL cannot be held responsible when keyword rankings decline due to third-party suppliers updating or amending their terms of service or software.

## **2.6. SOCIAL MEDIA**

**2.61.** SIL will as indicated in the Order Forms set up and produce/edit Profiles on the relevant Social Media websites. These will be produced with the information and material provided by the customer and so the customer takes responsibility for ensuring the content provided is suitable, just, and honest. SIL takes no responsibility for any action by a Third-Party site that results in any changes, omissions or removal of the profile and the customer will not seek remuneration for any loss of service. After completion of the profiles SIL takes no liability for any third-party comments, content, reactions made on the profile. SIL is simply providing a platform for the client to use Social Media and therefore is not responsible for the direction in which the client uses the Profile.

**2.62.** The customer agrees to promptly notify SIL when broken links are detected on their social media accounts linked to our services. Upon receiving notification, SIL will make reasonable efforts to rectify the broken links within 5 working days. However, SIL does not guarantee the immediate resolution of all broken links and shall not be held liable for any delays beyond the stipulated timeframe.

## **3. PAYMENT OF THE FEES**



**3.1.** Where the Fees set out on the Order Form include those expressed to be initial set up fees, the Customer shall pay that element of the Fees on entering into the Contract. Where the Fees set out on the Order Form include those expressed to be monthly set up or service provision fees, the Customer shall pay those elements of the Fees monthly in advance by direct debit unless otherwise specifically agreed by SIL. In the event that, for whatever reason, SIL do not obtain any of the agreed instalments by direct debit from the Customer when due as stated on the order form, SIL can without notice or demand declare the entire amount due under the terms of the Contract as payable immediately. SIL reserves the right to charge for additional administration which shall be payable immediately, in addition to the full amount outstanding.

**3.2.** All payments made shall include value added tax at the prevailing rate.

**3.3.** SIL reserves the right to increase its service provision fees, on certain market controlled services only, at any time, subject to 30 days' notice of such an increase sent electronically to any email address that SIL have for the Customer or by post to the Customer's registered postal address.

**3.4.** The Customer shall pay all amounts due to SIL in full without any deduction or withholding and shall not assert any credit or set-off or counter claim against SIL in order to justify the withholding of the whole or part of any such amount. If any Fees become overdue for payment SIL may claim interest, (both before and after judgment) at a daily rate of 4% above the Bank of England base rate on any outstanding amount until all Fees are received, together with the costs of recovering payment, including any incurred by a debt recovery agent.

**3.5.** The Customer shall not be entitled to withhold payment, in full or in part for any bookings of Products or Services accepted by SIL, by reason of the fact that SIL is prevented from publishing(or continuing to publish) such Products or services in whole or in part by any court of competent jurisdiction or does not publish or ceases to publish such Products or services in consequence of any actual or threatened legal proceedings or by order or request of any regulatory body or generally recognised industry or internet watchdog organisation or for any other valid reason. The Customer shall immediately on demand reimburse SIL with any costs incurred by SIL in connection with such legal or other proceedings.

**3.6.** In the event that fees are not paid by the Customer, SIL reserves the right to suspend or delete all or part of the services supplied to the Customer with immediate effect, and (as stipulated in 3.1) SIL can without notice or demand declare the entire amount due under the terms of the contract as payable immediately.

**3.7.** Search It Local (UK) Ltd offer no Right of Offset in line with section 4.3. of the terms of business, except where permission is expressly given by Search It Local (UK) Ltd to the Customer in writing. For the avoidance of doubt, in the event that a Customer has more than one live contract with Search It Local (UK) Ltd any monies due on either contract may not be offset from one contract to another, save those whereby the customer is renewing a multi and/or regional and/or national programme and if applicable is permitted to receive a pro-rata refund for early renewal on an order within their programme.

#### **4. TERM, RENEWALS AND TERMINATION**

**4.1.** Subject to the rest of Clause 4, the term of the Contract will be as set out in the Order Form.

**4.1.2.** In the event that the Customer Contract is cancelled by the Customer mid-term, and the Customer wishes to transfer the website files to another provider, then SIL reserves the right to charge for this service. Requests of this nature must be put in writing by the Customer and will only be considered once all outstanding monies due up until the end of the contract have been paid in full.

**4.2.** SIL's Products and Services are, where appropriate, subject to a minimum contract period which is based on the specific product chosen and is for a length of 12 months, from the date stated on the Customer Order Form.

**4.3.** By signing the Order Form the Customer agrees to and understands that SIL offer no part or full refund policy and in any event has no cancellation policy.

**4.4.** SIL may terminate the contract with immediate effect by giving notice to the Customer in the event that they are in breach of these terms. SIL will give written notice to the Customer specifying the breach, and the steps required to remedy it. In the event that the said breach has continued unremedied for a period of 5 days, SIL can without notice or demand cancel the customer contract and declare the entire amount due under the terms as payable immediately. The Customer hereby agrees and expressly authorises SIL to charge the Customer's credit/debit card with the full amount owed without further recourse to the Customer.

**4.5.** The termination of the Contract (for any reason) shall; (i) be without prejudice to any other rights or remedies which SIL may be entitled to under the Contract or at law; (ii) not affect any accrued rights or liabilities which SIL may then have; and (iii) not affect the coming into or continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force after such termination.

**4.6.** SIL reserves the right to cancel the customer contract in the event of intimidation, abusive or physical behaviour that takes place directly or indirectly with SIL employees and declare the entire amount due under the terms as payable immediately as per point 4.4. SIL also reserves the right to cancel the Customer Contract in the event that the actions of the Customer could lead to SIL having reputational damage.

**4.7.** In the event that the Customer Contract is not renewed by the Customer, SIL reserves the right to suspend or delete all or part of the services as provided to the Customer by SIL.

**4.8.** In the event that the Customer Contract is not renewed by the Customer, and the Customer wishes to transfer the website files to another provider, then SIL reserves the right to charge for this service, a request in writing must be sent to SIL client retentions who have 28 working days to confirm the cost of any such transfer, furthermore SIL will transfer the website files within 7 working days upon receipt of full payment.

**4.9.** In the event that the Customer Contract is not renewed then SIL will send an email to the Customer that gives them the opportunity to opt in or out of a monthly hosting only package which includes email(s) and domain(s) but not the management of amendments. In the event that the Customer does not respond to this communication then the Customer will be auto-renewed on the date of expiration for the hosting only package and associated services. Hosting only charges apply from the month that the Customer's contract expires. The Customer will be invoiced for these services in line with SIL's annual 'hosting only' rate card packages which are charged in-line with the current rate card's single, multi, regional and national account hosting only pricing. In the event that the Customer opts out of this package, then the transfer of the domain and associated services will only proceed following payment of any monies outstanding. SIL also reserves the right to charge for the transfer of the website files.

**4.9. (i)** If the customer chooses not to renew their package and downgrades to a hosting-only or website-only package, certain SEO features will be blocked, except for the homepage. These blocked features include search engine indexing, optimization, keyword tracking, and off-page optimization for inner pages. The customer will retain SEO services for the homepage, but downgrading may affect the visibility and ranking of inner pages. To restore full SEO functionality, the customer must upgrade their package. By accepting this condition, the customer agrees to comply with it, understanding that non-compliance or failure to renew may result in limited SEO capabilities.

**4.10.** In the event that the Customer has a multi and/or regional and/or national programme, and they do not renew an order within their programme, then their multi

and/or regional and/or national programme cannot expire until the renewal date of the last designated order based on date signed, however hosting package fees will apply for all non-renewed orders within the Customer's programme, and these will apply from the month that the order expires through to the expiry of the Customer's final live order. Failure to pay the due hosting only fees within 7 days of the date of expiry of the order will result in the multi and/or regional and/or national programme being suspended in its entirety.

**4.11.** In the event that the Customer or a Third-Party Provider of the Customer owns the domain name and/or hosting, and they transfer (or amend the access details to) the domain name and associated website files during the contract without written authorisation from SIL, then all outstanding monies due up until the end of the contract must be paid within 7 working days. Failure to pay will lead to further charges applying and an External Debt Collection Agency will be instructed. SIL also reserves the right to charge for the transfer of the website files.

**4.12.** In the event that a company enters into liquidation or is officially dissolved, then the terms of the contract and associated services become null and void, subject to no monies being outstanding. The official signatory of the order will be given the option to receive the website domain and associated files in accordance with section 4.1.2.

## **5. LIMITATION OF LIABILITY**

**5.1.** Except as expressly provided in this Contract, SIL gives no warranty in relation to the provision of services under this Contract and all warranties, express or implied, are excluded.

**5.2.** SIL does not limit or exclude liability for death or personal injury caused by negligence.

**5.3.** Subject to clause 5.2, SIL's entire liability to the Customer arising out of or in connection with the Contract, including without limitation breach of contract, misrepresentation (except where fraudulently made) and tort (including negligence), is limited to the amount of the Fees paid by the Customer under the Contract in the preceding 12 months.

**5.4.** Subject to clause 5.2 and notwithstanding the generality of this clause, SIL expressly excludes liability for any indirect, special, consequential or economic loss or damage which may arise out of or in relation to the Contract between SIL and the Customer, whether arising from any failure to publish the Products or Services in accordance with the Order Form in a timely manner or at all, or otherwise, and for any loss of profits, revenue, anticipated savings, business, contracts, production or goodwill

even if SIL has been advised as to the possibility of such damages.

**5.5.** In addition, without limiting the foregoing, SIL shall not be liable for any loss, damage or delay howsoever arising caused by events which are not reasonably foreseeable or by circumstances outside its reasonable control, including without limitation governmental action, natural disaster, insurrection, riot, explosion, failure of infrastructure or power suppliers, embargo, strikes whether legal or illegal, labour or material shortage, transportation interruption of any kind, work slowdown, the failure of third parties to provide necessary or desirable services or other reasons which result in the prevention or delay of its performance under the Contract. SIL shall be excused from such performance to the extent of such prevention or delay.

**5.6.** Save as specified in this clause, SIL shall not be responsible for any error in the placement of, or failure to place, any Products or Services on SIL's website or with any Third-Party Provider. If SIL fails to publish any Products or services, provided for in the Order Form or in the event of any other failure, technical or otherwise, of such Products or Services to appear as provided for in the Order Form, SIL's liability will be limited (at the option of SIL) to either:

- (i)** Adopting a change of performance strategy to generate substitute rankings and/or website traffic, by using Google My Business and/or paid search advertising and/or any other search engine performance products or techniques, or;
- (ii)** Extend the contract term until the optimum number of Keywords achieve page one rankings.

**5.7.** SIL will use reasonable skill and care in performing its duties hereunder but subject there to:

- (i)** SIL hereby excludes any warranty, express or implied, as to the performance, quality, accuracy or fitness for a particular purpose of SIL or of any of the contents of its website or any other promotional material;
- (ii)** SIL will not be liable for any losses or damages arising (whether in tort (including negligence), contract or otherwise directly or indirectly as a result of use of the SIL website or in connection with Products or Services on SIL's website including without limitation from any technical malfunction, computer error, defect in software, loss of data or other damage or disruption to listings;
- (iii)** SIL makes no warranty that the contents of its website or any Product produced are free from infection by viruses, worms or trojans or anything else that has contaminating or destructive properties; and
- (iv)** certain links on SIL may lead to resources located on servers maintained by third parties over whom SIL has no control and SIL accepts no liability arising from access to

or use of any material contained on those servers.

**5.8.** Each of the provisions of this clause 5 is to be construed separately and independently of the others, and if any provision of this clause 5 (or any other clause herein) is found by any court or other judicial body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision will not affect the other provisions of this clause 5 (or any other clause herein) which will remain in full force and effect.

## **6. LICENSES, CUSTOMER REPRESENTATIONS AND INDEMNIFICATION**

**6.1.** The Customer warrants and represents that it is the owner of or is licensed to use the entire contents and subject matter contained in its Customer Content, advertising and information, including, without limitation,

- (i)** the names and/or pictures of persons;
- (ii)** any copyright in the material, trademarks, service marks, logos, and/or depictions of trademarked or service marked goods or services, or any other intellectual property rights; and
- (iii)** any testimonials or endorsements contained in any Customer Content submitted to SIL.

**6.2.** In addition, the Customer warrants and represents to SIL that:

- (i)** It has the right to publish all of the contents of the Customer Content submitted pursuant to the Order Form, and can grant to SIL such right, and that such publication will not breach the confidence or rights of privacy of, or, without limitation, infringe the copyright, database rights, trademark rights, patent rights, moral rights or any other intellectual property rights of any Third-Party;
- (ii)** It has complied with the codes of practice issued by the Committee of Advertising Practice in the UK, including, without limitation, the British Code of Advertising, Sales Promotion and Direct Marketing, and all other relevant codes under the general supervision of the Advertising Standards Authority or any other relevant authority;
- (iii)** The Marketing Products either: (a) does not constitute a financial promotion within the meaning of the Financial Services and Markets Act 2000 (“the Act”); or (b) has been approved by an “authorized person” within the meaning of the Act or is otherwise permitted under the Act or another applicable law and the Customer has expressly notified SIL in writing of this;
- (iv)** It does not collect or use personal information through its Products or Services without permission from the user and shall at all times comply with the Data Protection Act 1998 (the Customer may not combine, co-mingle, compare or match any information that it legally collects via its Products or Services with any personal

information, click-stream or cookie information that it may have); and

**(v)** Where it is required by law that a license or other express permission is required for it to operate its business and/or to advertise, the Customer is so licensed or permitted and will be throughout the term.

**6.3.** Further the Customer warrants and represents and undertakes that the Customer content, and any linked content:(a) will not contain anything that is indecent, obscene or unlawful;(b) will comply will all applicable law;(c) will not contain any defamatory, false, misleading or untrue material or material which abuses, harasses, threatens or is otherwise offensive to any other person;(d) will not contain any material which could potentially harm the reputation of SIL.

**6.4.** The Customer hereby expressly grants to SIL:

**(i)** a non-exclusive, world-wide right to use, reproduce, publicly display, and distribute the Products and Services in accordance with the Order Form and these Terms and warrants that the Customer has the right to grant such licence;

**(ii)** the express right to reproduce without limitation, Customer Content, screen shots of the Products and services supplied to the Customer by SIL, video, review comments, business descriptions and other business information and any content of the Customer's website on or in any promotional or advertising material or campaign promoting or advertising SIL.

**6.5.** In consideration of SIL's acceptance of and preparation of such Products and Services, the Customer agrees to indemnify and hold SIL and SIL's employees harmless against any and all claims actual or of any kind (including, without limitation, any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, breach of any statutory or regulatory duty, false or misleading advertising or breach of any industry advertising codes or sales practices), damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or in connection with:

**(i)** any Customer Content or Linked Content,

**(ii)** SIL's proper performance under the Contract, and

**(iii)** the copying, printing, distributing, or publishing of the Products and Services by SIL.

**6.6.** The Customer represents and warrants that it contracts with SIL as principal, and has the authority to do so, notwithstanding that the Customer may be acting as an advertising agency or media buyer or in some other representative capacity.

## **7. CONFIDENTIALITY**

**7.1.** The provisions of the Order Form and all communications passing between the Customer or any of its agents and SIL are confidential and must not be disclosed to any third-party except: (a) by either party to its qualified accountants or legal advisers; or (b) as otherwise agreed by the parties in writing or as otherwise required by law, by any government authority, court order, or other regulatory body. In addition, in connection with their discussions, the Customer may have received and may in future receive from SIL certain valuable technical and non-technical information and materials relating to SIL and its business, which is confidential and proprietary to SIL. The Customer agrees to preserve the confidentiality of information belonging to SIL.

**7.2.** The Customer must not and must ensure that any agent or person acting on its behalf does not, make any public announcement in respect of the Order Form or the relationship between the parties without the prior written consent of SIL. For the avoidance of doubt, the foregoing prohibition includes public announcements by any Third-Party acting on behalf of the Customer and any communication that the Customer knows will or is likely to be made public.

## **8. PRIVACY POLICY**

**8.1.** We do not store credit or debit card details, nor do we share customer details with any 3rd parties.

## **9. USE OF DATA**

**9.1.** The Customer agrees and acknowledges that SIL (or representatives or agents of SIL) will collect personal data supplied by the Customer, including contact details such as names, addresses, telephone numbers and e-mail addresses, and that SIL may use and retain any personal data supplied by and relating to the Customer for the purposes set out in the Contract.

**9.2.** The Customer agrees that SIL may use any Customer address or e-mail address for the purpose of contacting the Customer about SIL's products and services.

## **10. COPYRIGHT AND INTELLECTUAL PROPERTY**

**10.1.** The entire copyright and any other intellectual property rights in the Customer Content (save those licensed to SIL) shall remain the exclusive property of the Customer.

## **11. GENERAL**

**11.1.** All notices to be given under the Contract shall be in writing either by email or by first class post to the email or postal address on the Order Form or subsequently notified to the other party. Any notice given which is sent by post shall be deemed to have been received two days after posting.



**11.2.** This Contract, incorporating the Order Form, these Terms (and any other relevant SIL terms), constitutes the entire agreement between the Customer and SIL in relation to the Products and Services. No addition to or modification of this Contract shall be valid unless it is in writing and signed by a duly authorised representative of the Customer and a Director of SIL.

**11.3.** No person has any rights under this Contract save as may be set out in it and the parties agree that the Contracts (Right of Third Parties) Act 1999 is excluded.

**11.4.** The placing of an Order Form for the development of Products or Services shall amount to an acceptance of these Terms and any conditions stipulated on an Order Form or elsewhere by an agency or a Customer shall be void in so far as they are in conflict with them, unless agreed in writing by a Director of SIL.

**11.5.** The Customer may not assign the whole or any part of its rights or obligations under this Contract without the prior written consent of SIL. SIL may assign or subcontract the whole or any part of its rights or obligations under this Contract without restrictions.

**11.6.** Nothing in the Contract shall create, or be deemed to create, a partnership or joint venture between the parties or the relationship of principal and agent between the parties.

**11.7.** No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, of dealing with, and no partial exercise of any right or remedy hereunder shall constitute a waiver of such or any other right or remedy, or the future exercise thereof.

**11.8.** This Contract shall be governed by and construed in accordance with English law and the Customer and SIL submit to the non-exclusive jurisdiction of the English courts.