

## Free Online Listing Conditions

PLEASE READ THE FOLLOWING CONDITIONS CAREFULLY AS THESE CONDITIONS FORM THE BASIS OF CREATING AND MAINTAINING YOUR FREE ONLINE LISTING ON locals.co.uk DIRECTORY SERVICE.

### 1. Definitions

#### “Classification”

means a section of a Directory in which Free Listings are to be published and which is relevant to the trade or profession described in the heading used for that Classification;

#### “Conditions”

Means these conditions;

#### “Content”

means all content, including, but not limited to, any and all of the text, graphics, images, logos, photographs, layout, design, animation, characterisation, audio, video and audio-visual material constituting or intended to be published in your Free Listing;

#### “Created Material”

Means any material or item created or provided by us for you as part of the provision of the Services;

#### “Database”

Means an electronic database in which details relating to your Free Listing are stored for the purposes of our the Services we are providing;

#### “Final Amendment Date”

The final date in which a Free Listing can be updated or removed from the Directory;

#### “Free Listing”

an unpaid single line entry including your business name, full UK address and telephone number, email address, business description and any services with a limited number in the Directory;

#### “LOCALS”

Means Perfect Business Information Systems (UK) Limited, a company registered in England and Wales under number 07933543, whose registered office is at 157B North Hyde Road Hayes UB3 4NS;

#### “Intellectual property rights (IPRs)”

means (a) all copyrights, design rights, patents, database rights, trade secrets, rights in trademarks, rights in know-how, rights in confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, renewal, extension, division or reissue, for any of these rights; (c) and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

#### “Search engine”

The section on website where you search a service, business or product;

#### “Proprietary Material”

means any of your (or a third party's) copyrighted material, brand names, trade or service marks, devices or logos intended to form part of your Free Listing;

“Services”

means the services we agree to perform;

“Us”

means all of (1) LOCALS and (2) each of LOCALS’s subsidiaries, LOCALS’s holding company and any subsidiaries of such holding company as defined in section 1159 of the Companies Act 2006. “We” and “our” has a corresponding meaning to “us”;

“User”

means a person who uses locals.co.uk, 24 / 7 service to which your Advertisement is syndicated or distributed;

“LOCALS Business Account”

means the internet based account facility currently accessed via the log-in functions at business. locals.co.uk, by and through which customers that have registered to use the facility may order, cancel (if applicable), amend and/or pay for products and services and manage their accounts with us;

“LOCALS Business”

means the internet based facility currently located at the URL my-locals.co.uk, or any such other successor or replacement website, by and through which customers that have registered to use the facility may order, cancel, (if applicable), amend and/or pay for products and services and manage their account with us;

“my-locals.co.uk”

means the internet website currently located at the URL www.my-locals.co.uk, which is owned and operated by us;

“Perfect Business Information Systems Ltd”

means our email and / or telephone service of that name;

“you”

means the person, company or other organisation who purchases one or more Services or a person, company or other organisation who or which enters into an agreement with us for the provision of Services; and “your” shall have a corresponding meaning to “you”; and

“Your Profile”

a Free Listing, that incorporates business profile pages listed on my-locals.co.uk.

2. Free Listing

2.1 At our absolute discretion on an “as is” basis with no guarantee, warranty or representation of any kind, we may offer your business a Free Listing on: (a) my-locals.co.uk (with or without Your Profile Page); (b) in the Digital Directory (within the available Name Finder A-Z business listing part of the Directory, or within the Classification relevant to the trade or profession described in the heading used for that Classification of the Directory service), appropriate to the address at which your business operates.

2.3 Your Free Listing must include a telephone number which must not be a premium rate telephone number and the business address given must be a UK address.

3. General Warranty and Grant of Rights

3.1 Without prejudice to your other rights and obligations, you represent, warrant and undertake throughout the online publication of your Free Listing, that:

3.1.1 you have the full authority of the person responsible for the advertising of the applicable business to apply for your Free Listing and that the applicable business is appropriately qualified to be included in each of the products, as described in Condition 2.1;

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

3.1.3 you have obtained and shall continue to hold all rights, permission and consents to enable LOCALS to use the Content (including any data or copyright works as referred to in Condition 4.4) and all IPRs in it, in accordance with these Conditions.

3.2 You grant to LOCALS, its agents and service providers, for the duration of your Advertisement, a worldwide, irrevocable, royalty free, fully paid up, transferable, non-exclusive licence (and right to sublicense) to copy, reproduce, use, communicate to the public, publish, distribute, transmit, stream, download, adapt, modify and reformat all such IPRs and Content (including any data, copyright works and any other materials referred to in Condition 4.4) for the purposes of:

a) providing the Services to you;

b) displaying Advertisements (whether in whole or in part) by any means, and across any media whether now known or invented after the date of publication of your Free Listing in products, services and information provided by LOCALS which may include the display of your Content and IPRs on third party properties and platforms to whom we syndicate or otherwise distribute Advertisements; and

c) 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.

3.3 The continued use of IPRs and Content and any other data and copyright materials referred to in Condition 4.4 in accordance with Condition 3.2 beyond these Conditions shall not constitute an infringement or breach of contract where such use arises as a result of our continued use and supply of printed materials bearing the Advertisement.

3.4 Where Content comprises in whole or in part material that has previously been published in other media such as, by way of example and not limitation, Directories, you warrant that you have all rights, authority, licences and consents necessary to reproduce that material in any other media channel requested by you.

3.5 We may:

3.5.1 disclose to such persons as we reasonably consider to be the owner of IPRs in Content provided by you, your intention to use such IPRs and you give your irrevocable consent to such disclosure; and,

3.5.2 ask you to provide us with suitable documentary evidence that will reasonably satisfy us of your entitlement to make use of IPRs, and to permit us to make use of IPRs on your behalf, and you agree to provide such evidence upon request.

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

3.7 You acknowledge that LOCALS owns all IPRs in locals.co.uk, and the Database.

3.8 Unless otherwise specified in these Conditions, all IPRs in Created Material, shall be owned by us, whether or not the Created Material is derived or developed from Material supplied as Content.

3.9 Ownership of the IPRs in Created Material does not pass to you and you will not be entitled to use Created Material in any form or in any media unless you have obtained our written permission.

3.10 Where you have provided us with a brief or instruction for the development of Created Material it is your obligation to ensure that the Advertisement incorporating the Created Material does not and will not during the term infringe, contravene or otherwise impair the rights of any third party.

#### 4. Your Responsibilities

4.1 You must ensure that all Content provided to us by you is legal, decent, honest and truthful and complies with: (i) The British Code of Advertising, Sales Promotion and Direct Marketing; (ii) any and all guidance, codes or other regulations made available by any competent authority having jurisdiction over or responsibility for the regulation of advertising, including, without limitation, Ofcom, PhonepayPlus, or the Advertising Standards Authority; and (iii) our Advertising Policies, available on request or via locals.co.uk.

4.2 You must ensure that all Content provided to us complies in all respects with the provisions of all statutes and statutory instruments applicable to any Advertisement intended for display on a Service, (including without limitation) the Consumer Protection from Unfair Trading Regulations 2008, The Business Protection from Misleading Marketing Regulations 2008, the Trade Description Act 1968, the Consumer Credit Act 1974, Local Government (Miscellaneous Provisions) Act 1976, the Surrogacy Arrangements Act 1985, Financial Services and Markets Act 2000 ("FSMA"), FSMA (Financial Promotion) Order 2005 and the CCAR.

4.3 You must supply all Content in a suitable format as specified on my-locals.co.uk.

4.4 To the extent that the provision of Services relates to an Advertisement, you grant to us the right to fully access, copy, store, compile, recompile and index such website and any data and copyright works comprised therein, or any portion thereof, by automated means including web 'spiders' or 'crawlers'. This grant shall apply notwithstanding any contrary terms and conditions which you may apply to such website from time to time. Your continued use of the Services shall constitute a waiver of any applicable contrary terms and conditions and any other rights you may have, contractual or otherwise, to restrict the rights granted to LOCALS under this Condition 4.4.

## 5. Limitation of Liability

5.1 You acknowledge and agree 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. 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.

5.2 Nothing in these Conditions shall limit or exclude liability in respect of death or personal injury caused by negligence, or fraudulent misrepresentation.

5.3 Save as provided in this Condition 5, we shall not be liable, to the maximum extent permitted by applicable law, for any of the following losses or damage (whether arising in contract, tort (including negligence) strict liability, or otherwise, and whether such losses or damage were foreseen, foreseeable, known or otherwise):

5.3.1 loss of revenue;

5.3.2 loss of actual or anticipated profits (including for loss of profits on contracts);

5.3.3 loss of anticipated savings;

5.3.4 loss of business;

5.3.5 loss of opportunity;

5.3.6 loss of goodwill;

5.3.7 loss of reputation;

5.3.8 loss of, damage to or corruption of data or software;

5.3.9 wasted expenditure; or

5.3.10 any indirect or consequential loss or damage (including, for the avoidance of doubt, where such loss or damage is of the type specified in Conditions 5.3.1 to 5.3.9).

5.4 Save as provided in Condition 5.2, our entire liability under these Conditions shall not exceed £50.

5.5 All conditions and warranties stated in these Conditions shall replace all other conditions, warranties or other terms concerning the supply or purported supply of, failure to supply or delay in supplying the Services which but for this Condition 5.5 have effect between us and you or would otherwise be implied into or incorporated into these Conditions, whether by statute, common law or otherwise, all of which shall be excluded to the maximum extent permitted by law (including, without limitation, the implied conditions, or warranties).

5.6 Save as provided in Condition 5.2, if we make an error in, or omission of or from your Free Listing we will correct this as soon as reasonably practicable.

5.7 Save as set out in these Conditions, if we fail to comply with our obligations as a result of an event outside of our reasonable control, we will have no liability to you as a result of such failure. We will take all reasonable steps to eliminate or mitigate the consequences of such an event, and where relevant, resume performance of our obligations affected by that event as soon as practicable.

## 6. Indemnities

6.1 You will at all times and on demand fully indemnify us and keep us fully indemnified from and against any losses, and/or liabilities in relation to any proceedings, claims, demands, damages, fines, costs, expenses and charges, which are incurred or suffered by us or our employees or agents arising out of your conduct, including, but not limited to, any breach of these Conditions and claims threatened or made against us arising as a result of your non-compliance with any of your representations, warranties or obligations set out in these Conditions.

## 7. Termination and Cancellations

7.1 We reserve the right to suspend or terminate your Free Listing without notice to you.

7.2 You may apply to cancel your Free Listing in any Directory (any time prior to the Final Amendment Date), service at any time, by an email.

## 8. Changes to the Services

8.1 We may from time to time amend these Conditions. The updated version of the Conditions will be made available on my-locals.co.uk, with their effective date. You agree to visit my-locals.co.uk regularly to find out about any changes.

## 9. General

9.1 Each provision of these Conditions shall be construed separately and shall be severable from these Conditions. If any provision of these Conditions (or portion thereof) is invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of these Conditions will not be affected or impaired.

9.2 The headings of these Conditions are for convenience only and shall not affect the interpretation.

9.3 Any communication to be given in connection with the matters contemplated by these Conditions shall, except where expressly provided otherwise, be in writing and shall either be delivered by hand or sent by first class pre-paid recorded post (except that we may give such communications by email). Delivery by courier shall be regarded as delivery by hand. Any notices served under these Conditions shall be deemed to have been served as follows:

9.3.1 if personally delivered to the registered office of one of the parties, on delivery;

9.3.2 if sent by first class pre-paid recorded post, 48 hours after the same was delivered to the postal authorities; and

9.3.3 if sent by email, when sent (unless an "undelivered" report is returned to us within 24 hours of sending).

9.4 Each party agrees that agreeing to these Conditions it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Conditions or not) other than as expressly set out in these Conditions for which its sole remedy shall be for breach of these Conditions under the terms of these Conditions. Nothing in this Condition shall, however, operate to limit or exclude any liability for fraud.

9.5 A person who is not a party to these Conditions shall have no right under these Conditions (Rights of Third Parties) Act 1999 to enforce any of its terms. We act in our own name, on our own behalf and for the benefit of all other members of LOCALS. Each member of LOCALS shall be entitled to enforce the terms of these Conditions in its own right.

9.6 These Conditions constitute the entire agreement between you and us with respect to the subject matter hereof, and supersedes all prior discussions, agreement or understanding between you and us.

9.7 At our sole discretion we may accept requests to process your Free Listing by electronic means and other technologies (whether now known or invented in future) provided always that you fully comply with our guidance and instructions applicable to those processes. 'LOCALS' is neither liable to you, nor responsible for: (1) incomplete, lost, garbled, or misdirected Advertisement Orders; or (2) your failure to fully comply with guidance and instructions issued by us.

9.8 Reference to any statute or statutory provision includes reference to the statute or statutory provision as from time to time, amended, extended or re-enacted.

9.9 We may disclose to third parties any address at which you conduct business and which is known to us, whether or not the same is displayed in your Advertisement/s. You consent to such disclosure.

9.10 To safeguard the integrity of the information you have provided, we will need to contact you sometime in the future.

## 10. Ethical Standards

10.1 You shall, and shall make sure that your officers, employees, agents and service providers shall:

(a) at all times comply with all anti-corruption laws applicable to you, including, without limitation the Bribery Act 2010; and

(b) not, directly or indirectly offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are the subject of the Contract and/or to obtain any benefit for us which would violate any anti-corruption laws applicable to you or us.

10.2 If you become aware of any breach or suspected breach of this Condition 10, you must notify us promptly. We may immediately suspend operation of the Contract on written notice, pending investigation. You must assist us in any such investigation.

10.3 If, in our reasonable opinion, you have breached this Condition 10:

(a) we may immediately terminate the Contract by giving you written notice; and

(b) you shall indemnify us and hold us harmless on demand against any and all claims, demands, actions, proceedings, awards, compensation costs (including legal costs and disbursements on a full indemnity basis), expenses, damages, losses, fines, fees, costs and other liabilities of whatsoever nature brought against us arising out of or in connection with such breach.

## 11. Governing Law and Jurisdiction

These Conditions are made and shall be subject to the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.