

## **GUIDE2 - TERMS AND CONDITIONS**

### **Parties**

These terms and conditions are entered into between:

Guide2 ("Guide2", "we", "us", "our"); and the person or organisation named on a Listing Order ("you", "your") each a "Party" and together the "Parties".

### **Definitions**

In these Conditions:

"Listing" means any listing for publication on [guide2.co.uk](https://guide2.co.uk) or other communications channel pursuant to an Agreement with us for provision of Services.

"Listing 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.

"Agreement" means the agreement between the Parties as set out in the Listing Order and inclusive of these Conditions.

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

"Business Details" means the following full and accurate information: Business name; Address in the UK; Telephone number; and Business classification.

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

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

"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 a Listing to another website or another page or frame.

"Confirmation Order" means a document, webpage or electronic communication which we send to you, under which we expressly accept the offer to purchase set out in the Listing Order.

"Content" means any creation of intellect and includes code, text, layout, design, shading, colouration, images, audio, animation, video and links.

"Costs" means any cost, expense or disbursement incurred by reason of a Claim, 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.

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

“DPA” means the Data Protection Act 2018.

“Effective Date” means the date of the Confirmation of Order.

“Fair Usage” means we will make amendments such as wording changes and graphics adjustments at your request however limited such that we may refuse to make further 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), and we shall have the right to terminate or suspend your Service immediately upon written notice if we are unable to reach a compromise with you in respect of refused amendments.

“Fixed Fee” means payment of a single agreed amount whether payable in full or in parts.

“Fixed Term” means a term of finite duration specified on a Listing 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 entry including your business name, address and telephone number in Guide2 electronic database of businesses and listings which may be published in print, on Guide2.co.uk and in datasets shared with third parties.

“Free Service” means a Service provided without or with zero Charges.

“FSMA” means Financial Services and Markets Act 2000.

“GDPR” means the General Data Protection Regulations.

“Good Industry Practice” means in a safe and professional manner and in accordance with the standards, practices and methods, and exercising the skill, diligence, prudence foresight and judgment which would be expected from a highly skilled, qualified and experienced person engaged in a similar undertaking under similar circumstances.

“Impressions” means the number of times your Listing is presented to an audience.

“Initial Period” means any initial minimum term specified on a Listing Order for a Service.

“Initial Payment” means any initial payment required specified on a Listing 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.

“Profile Page” means a webpage on Guide2.co.uk which includes up to 3 photos and agreed text, 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 a Listing as specified in the applicable Service Rules, or if none is specified than 5 Business Days.

“Service Rules” means terms and conditions applicable to a specific product or service.

“Service Tiers” means the distinguishable variants of a Service described in the Service Rules and where the applicable variant is identified on the Confirmation Order.

“Renewal Period” means 12 months for a Fixed Term.

“SEO” means search engine optimisation, being implementation 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 including Google, Bing or Yahoo.

“Service” means product or service offered by us including Listings.

“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 Tiers” means distinguishable levels of service commitment and delivery associated with different Charge levels for a Service.

“Third Party Data” means data we obtain for use under license 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 by way of example and not limitation cartographic data used to display location maps, 3D city models and street cam images.

“Trial Service” means where we provide you any Service on a trial basis.

“User” means a person who uses Guide2.co.uk or other publication channels to which a Listing is syndicated or distributed.

“User Generated Content” means Content created, transmitted via or otherwise communicated by non-administrative users of a website, and includes to forum posts, comments, content, reviews, testimonials, public or private messages that may be submitted to or on a website. User Generated Content includes reviews, ratings, feedback and questions relating to the goods and services you provide.

“guide2.co.uk” means the internet website located at the URL <https://www.guide2.co.uk>, which is owned and operated by us.

## **2. Interpretation**

In these Conditions:

### **2.1. Reference to any:**

Statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time, and any subordinate instrument made under it;

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

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

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 for by the DPA and the GDPR; 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 applicable to each Service as at the date of the Listing Order are incorporated into the Agreement which comprises a legally binding contract between you and us.

3.2. Your submission of an Listing Order to us shall comprise an offer, and our delivery of a Email Confirmation 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 Listing Order and the Services on the Listing 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. We may send you an Interim Letter setting out the particulars of the Listing Order. Unless notified to the contrary before a Confirmation of Order is sent the Interim Letter shall be deemed to correctly set out the terms of the Listing Order.

3.4. No binding contract shall be formed by the Interim Letter, which shall remain subject to our acceptance by the Confirmation of Order.

### **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 Listing Order, the order of precedence shall be: (i) the Confirmation of Order, (ii) the applicable Service Rules, (iii) these Conditions. No terms or conditions expressed within the Listing Order shall be binding upon the Parties unless expressly set out in the Confirmation of Order.

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 Guide2.co.uk available to users at all times.

5.2. We shall perform the Services 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 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 concerns a website or your business has a pre-existing website or presence on third party directories to the extent the Content concerns your business (other than Guide2.co.uk or other website belonging to us or our suppliers) 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 website 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 for which you have IPRs 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.

## **7. Content Issues**

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

A Listing provides an address (including a branch address) that is not a genuine trading address or otherwise includes inaccurate business and contact particulars;

A Listing includes a competition which is in breach of relevant listing, trading or consumer protection laws, regulations or standards;

A Listing includes the personal data of any data subject without the clear and explicit opt-in consent of the data subject;

We consider the Content is or may be contrary to or infringes the Listing Policy, Service Rules, the terms of any law, or the rights of any person;

We consider the Content may subject us to a claim, prosecution, criticism or embarrassment;

We consider any Content (including a hyperlinked external website) or your use of the Services is or may be unlawful, misleading, offensive, prejudicial, inflammatory;

You have failed to provide any information or document requested by us pursuant to clause 6;

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

We have reasonable grounds to believe that the owner or controller of IPR in Content used within the Listing has not granted, has withheld or withdrawn permission for such use.

7.2. Suspension of your Listing 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 Listings**

8.1. Once a first version of your Listing is ready we will notify you and the Listing 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 Listing will be made available for you to review for a further Review Period, this process shall repeat until the Listing is expressly or deemed approved by you for publication. If at the end of any Review Period you have not provided any feedback, requested any amendments or indicated your approval then that version of the Listing 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 Listing where such request is, in our reasonable opinion, garbled, indecipherable, unclear or has not been received by us in writing by means email 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 Listing 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 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 consent 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 listing, promotions and sales and marketing materials.

## **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.

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. Trial Services are not transferable and no cash alternative will be provided. We reserve the right to change or withdraw the Trial Services at any time and we will not be liable to you in these circumstances.

## **11. Profile Pages**

11.1. 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.

11.2. 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 Guide2.co.uk by clicking on the "Back" button on their browser.

11.3. The logo for your business must be the correct logo for your business and shall not infringe the IPR of any third party.

11.4 We shall have the right to publish your Content from Guide2.co.uk to third party channels including mapping and directory services.

## **12. Permissions**

12.1. You consent to your data and personal data being processed, and you being contacted including for the purposes of direct marketing, in accordance with our Fair Processing Notice located at <https://guide2.co.uk/privacy-policy/>.

12.3. You consent to our disclosure of personal data and/or account details, including the amount of any debt owed to us, by any of the means of contact you provide to us or include in a Listing, without the need to verify the identity of the recipient.

12.4. Unless you tell us otherwise, we will issue all account communications (including any Confirmation Order, invoice, and statements) to your requested email account.

## **13. User Generated Content**

13.1. We shall have the right to encourage and permit users to submit User Generated Content to Guide2 including in associated with you and your business. You admit for all purposes that we act as a passive conduit for User Generated Content and we do not, and cannot, monitor, review or moderate all User Generated Content submitted but instead 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.

13.2. The NTD Procedure shall comprise the following:

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

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.

13.3. Unless otherwise specified in the Complaint you shall be deemed to consent to our disclosing your identity and contact details to the person responsible for an item of User Generated Content.

13.4. We reserve the right to refuse to disclose, unless compelled by law, the identity or personal data of any person who is responsible for User Generated Content.

13.5. You 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 in the first instance.

#### **14. External Website Elements**

14.1. Functions and design elements made available to you as part of any Service including when integrated into any website or other product or output of a Service, and on Guide2.co.uk may be under license from third parties including by Google or Facebook ("External Elements").

a. You agree to be bound by the terms and conditions applicable to the use of such External Elements, or in the alternative 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.

14.2. The Google Maps service made available to you as part of any Service and on Guide2.co.uk is under license 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.

#### **15. Third Party Services**

15.1. 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 login's 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

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

15.2. Where Services involve publication of your Content on third party, 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.



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

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

## **16. Internet Security**

16.1. You shall not engage in any activity that interferes with or disrupts Guide2.co.uk or the servers and networks that host Guide2.co.uk, nor attempt to circumvent, disable or otherwise interfere with security-related features of Guide2.co.uk or features that prevent or restrict use or copying of any Content or enforce limitations on the use of Guide2.co.uk or the content therein.

16.2. 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.

16.3. You warrant that Content uploaded by you or on your behalf to Guide2.co.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.

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

16.5. 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.

16.6. 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.

16.7. 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.

16.8. 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.

## **17. Payment**

17.1. You shall pay the Charges for each Service plus any applicable taxes such as VAT.

17.2. Charges are given exclusive of VAT.

17.3. Payment shall be made in pounds sterling (£) by electronic funds transfer, or the clearing bank's BACS system.

17.4. Payment shall mean the receipt by us at our principal place of business (or elsewhere as we may direct) of the crediting to our bank account of money transferred electronically (including by Direct Debit) or through the clearing bank's BACS system.

17.5. Where a Service is on a Monthly Payment basis:

- 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 Listing 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.

You indemnify us without limitation (notwithstanding any other clause of these Conditions) for any Costs arising due to your breach of this clause.

17.6. Except where a Service is on a Monthly Payment basis 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.

17.7. If you dispute an invoice in good faith, you shall pay the undisputed amount when due and payable and shall submit written notice of the dispute including the disputed amount, reasons for the dispute and supporting documentation, within 30 calendar days from the date the invoice is received. The Parties shall use their best efforts to resolve the dispute. Any amounts disputed pursuant to this clause and resolved in favour of Guide2 shall be due and payable by you within 14 days of the resolution of the dispute.

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

17.9. You shall have no right of set-off of any claims or judgments against any Charges due and payable under this Agreement unless for Claims which are uncontested or the subject of an order from a court of competent jurisdiction which is not subject to appeal.

17.10. 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. The Parties agree that interest determined in accordance with this clause represents a genuine pre-estimate of damages caused to Guide2 by unavailability of funds and is not a penalty.

17.11. 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.

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

## **18. Term and Termination**

18.1. The Agreement shall commence on the Effective Date notwithstanding that the Confirmation Order may be issued or received after the effective date.

18.2. 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.

18.3. The term of each Service shall commence on the Service Commencement Date and shall continue for the Initial Period plus:

- a. Each Renewal Period for Services on a Fixed Term basis; or
- b. Indefinitely for Services on Monthly basis;
- c. until terminated in accordance with the Agreement.

18.4. Save as otherwise set out in the specific Service Rules, if the Agreement is terminated within the Initial Period you shall immediately upon demand pay:

- (a) all third party costs, and/or out of pocket expenses incurred by Guide2, for example, micro website design fees; and
- (b) 80% of the Charges for the remainder of the Initial Period ("Early Termination Fee"). You agree that the Early Termination Fee is a genuine pre-estimate of our loss caused by your early termination of the Agreement and is not a penalty.

18.5. You may notify us in writing that you want us to permanently remove your Listing from display on Guide2.co.uk or, in relation to our display listing service, or 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 Listing.

18.6. Where a Confirmation 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 Order. Otherwise after the opt-out date the Service shall continue as a Service on a Monthly Rolling basis with no Initial Period.

18.7. Where a Service is on a Monthly basis 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 emailing us at [info@guide2.co.uk](mailto:info@guide2.co.uk), and quoting your account number.

18.8. 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 30 days prior to expiry of the then current term.

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

18.10. 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.

18.11. 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.

18.12. 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.

18.13. 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 Guide2 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 18.14.

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.

18.14. 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.

## **19. Suspension of Services**

19.1. 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.

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.

## **20. Limitation of Liability**

20.1. 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.

20.2. 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 and even if a Party knew or should have known of the possibility of, or could reasonably have prevented, such damages.

20.3. 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 12 month period preceding the cause of action arising.

20.4. If we are responsible for an error or omission in a Listing 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 as is fair and reasonable having regard to the nature of the error or omission, or extend the duration of the Listing as compensation.

We shall have no further liability in respect of an error or omission in a Listing for which we are responsible and you release and hold us harmless from any Claim thereby arising.

20.5. If you are responsible for an error or omission in a Listing 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 a Listing for which you are responsible.

## **21. Warranties and Disclaimers**

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

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

21.3. 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.

21.4. 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.

21.5. 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.

21.6. 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.

21.7. 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;
- a. The Listing Policy; and
- b. 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 Privacy and Electronic Communications (EC Directive) Regulations 2003, 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 and CONC.

21.8. 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 have and shall continue to hold all 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 have all IPRs 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 21.7;
- h. Where any Listing 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 a Listing 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 Listing 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.

21.9. 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;
- f. Failing any of which we shall have no liability to you in respect of such Claim.

21.10. 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.

## **22. Performance**

22.1. Our tracking and reporting of the performance of any Service or Listing shall be determinative for the purposes of this Agreement including for measuring performance against commitments and indications specified in the applicable Service Rules.

22.2. 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 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.

## **23. Intellectual Property Rights**

23.1. You shall not use any Content, process or software available or identifiable on Guide2.co.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 this website.

23.2. If you provide any Content to Guide2.co.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 Listings 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 Listings; and
- c. Our marketing, research and promotional activities;

The rights hereby granted shall also include the right to link your Listing to, or present it in conjunction with, other material ("IP License").

23.3. You warrant that you have all necessary rights to grant the IP License and that your Content is not defamatory, does not infringe any law or third party rights.

23.4. The continued use of your Content beyond the term of the Agreement shall not constitute an infringement or breach of contract where such use arises as a result of our continued use and supply or printed materials bearing the Listing.

23.5. 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.

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

23.7. 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 Listings unless you have obtained our written permission.



23.8. Where you transfer to us management of a pre-existing campaign (for example a Google AdWords 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 feasible which shall be provided to you on request in the event the Services are terminated.

23.9. 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 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 are hereby excluded as between you and us.

## **24. Changes to the Services and Conditions**

24.1. We are committed to the constant improvement of our products and services. We shall have the right to modify Guide2.co.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.

24.2. We may from time to time amend these Conditions and the Service Rules without notice to you. You undertake to visit <https://guide2.co.uk/terms-conditions/> regularly to inform yourself as to any changes. If you do not agree with any legal change to these Conditions you may notify us in writing within 30 days of the date of the amended Conditions being posted on <https://guide2.co.uk/terms-conditions/> to terminate the Contract, and thereafter, we will give you a proportionate refund of any Charges paid in advance for the period following termination.

## **25. Promotions**

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

- a. 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; and

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.

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 full price of the Guide2 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.

## **26. General**

26.1. 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. 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. Any purported assignment in breach of this clause shall be deemed null and void.

26.2. 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.

26.3. Electronic Commerce and Execution. The Parties consent to the requirement for signature being met 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.

26.4. Entire Agreement. The Agreement constitutes the entire agreement between the Parties relating in any way to its subject matter and supersedes and merges 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.

26.5. 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.

26.6. 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.

26.7. 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 and the acts of the Parliament of the United Kingdom which are applicable in 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.

26.8. Lawful Content. You warrant that no Content provided by you for publication by us is in violation of local laws and ordinances in your geographical location or the United Kingdom, for example offensive, discriminatory, blasphemous or in breach of any listing restrictions ("Legal Restrictions"). We reserve the right to suspend or modify any Listing which is or may be in breach of Legal Restrictions.

26.9. Notices. Any notice given in connection with the Agreement shall be in writing to the recipient's registered office address or the email address on the Listing Order or any method of contact associated with your business. 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.

26.10. Privacy Policy. The Privacy Policy for Customers located at <https://guide2.co.uk/privacy-policy/> is hereby incorporated as a Schedule to these Conditions.

26.11. 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.

26.12. 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.

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

26.14. 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.

26.15. 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.

26.16. Unsolicited Goods and Services Act 1971. Any Listing Order for the inclusion of a Listing or other particulars in a 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.

26.17. 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.

26.18. 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.