



Sensis Customer Terms

November 2016

Applicable to all new and existing customers on standard contracts with effect from 11 November 2016

These terms - as amended by us from time to time - apply to any paid or free Product. You'll find the latest version here: www.sensis.com.au/about/legal

Index to your Sensis Customer Terms

Welcome to Sensis	2
The important bits about your Product terms	3
Key Product Features	4
Your content	6
Our directories	6
Our use of third parties	7
Payment	7
When we will notify you of changes to our directories, terms and prices	7
Termination of a Contract or Product	8
Intellectual property – yours and ours	8
Our promises and our limitation of liability	8
Your guarantees and promises	9
Confidentiality and privacy	9
Sensis® Call Tracking	9
Reports	10
Product specific terms	10
Other important terms	11
Definitions	12



Welcome to Sensis

Thank you for joining with Australia's Marketing Partner to advertise your business.

You will find the terms that apply to your Sensis Products (the ones set out in your Order) in this document, **so please read them carefully.**

You'll find the key Product terms in the table starting on the next page, with details for each Product and general terms in the following pages.

If you need some more information about your Products, try our FAQs here:

www.sensis.com.au/help.

If you need to get in touch about your Products, you can use any of the following:

- General Enquiries: 13 23 78 (8am to 8pm Monday to Friday excluding public holidays and 8am to 5pm Saturdays, Australian Eastern time);
- Sales: 1800 006 910 (9am to 5pm Monday to Friday, excluding public holidays Australian Eastern time);
- by email at www.sensis.com.au/get-in-touch;
- via instant chat on our website at www.sensis.com.au; and
- through our Customer Centre self-service portal at www.sensis.com.au/login

Other places you can visit for information are:

- Our directory closing date information:
 - www.sensis.com.au/assets/PDFdirectory/Yellow_Pages_Close_Dates.pdf
 - www.sensis.com.au/assets/PDFdirectory/White_Pages_Book_Close_Dates.pdfor by calling 13 23 78
- Our Privacy Policy
www.sensis.com.au/about/privacy



The important bits about your Product terms

You should read and understand these terms, because they apply to you.

- Most of our Products have a **Minimum Period**. You must pay us the price for your Product for any applicable Minimum Period. If you cancel during the Minimum Period, the cancellation fee is the total remaining price for the Minimum Period. After the Minimum Period, your Contract will continue unless you cancel it.
- For **Printed Products**, this means that unless you cancel your Contract with us **before the Close Date** for the next directory:
 - your Contract will **automatically renew**, your content will be printed in the next directory and you must pay us the price;
 - if there has been an increase in the price of your Product(s) since your last contract, you will be charged the new price at renewal;
 - you will be unable to make any changes to your content (and we will not be able to fix any errors or omissions) after the Close Date; and
 - you will be unable to stop your content from being printed.
- For **Printed Products**, if you don't give us content by the relevant Close Date, we'll use any content you've already given us. If you cancel after the relevant Close Date, the cancellation fee is the total remaining price of the Contract, plus GST.
- For **all other Products**, your Contract will continue on the latest terms (including price) until cancelled in accordance with these terms.
- **Digital Product** positioning across Sensis and its advertising partners' sites varies and Sensis does not guarantee a particular or consistent position or ranking of your advertising.
- We will send you **notices** by email, through your bill or invoice (including for White Pages Products, on your Telstra bill) and by SMS. Please ensure you notify us of any changes to your contact details, and check your notices and bills carefully.
- If you have a paid Product, we will take all reasonable steps to send a reminder at least 4 weeks before the Close Date. So that we can contact you, please make sure you keep us informed of any changes to your contact information.



Key Product Features

Our key product features are described in the table that begins on the following page.

Although most words with special meanings (those are the ones with capital letters) are in the **Definitions** section at the end of this document, to make it easier to understand the table, we've set out the two most important ones here:

An **Order** is the document that lists the Products you have selected, signed by you physically, electronically, or agreed to in a call. Each Order is a separate Contract that incorporates these terms.

A **Close Date** is the cut-off date for new Orders, amendments or deletions in our print directories. By using the links on the cover or visiting www.sensis.com.au, you can locate the Close Date for your relevant directory.

If your Product has special terms, clicking on the heading in the table of that Product will take you straight to them. Or if you have printed these terms, you can turn to the page indicated.



Key Product Features

Sensis has many great Products, so to make things easy, this Key Features Table highlights the important information about each one, including Minimum Periods (this is your Product's minimum commitment period), for how long your Contract continues (including whether your Contract auto-renews) and the cancellation policy (including cancellation fees).

What's the Minimum Period and when does it start?	When will the Contract end?	What's the cancellation policy and what cancellation fees apply?
Targeted Solutions and White Pages Network Packages (or any other bundled Product that we may introduce)– Printed Products, Digital Products;		
<p>For Targeted Solutions, 12 months, starting from the earlier of the date (a) the Digital Product is made available to the public or (b) the relevant Close Date. For White Pages Network Packages: 12 months from the relevant directory Close Date</p>	<p>After the initial Minimum Period (and each subsequent Minimum Period), your Contract automatically renews. This means your advertising will be published online and in subsequent editions of the relevant directory on the latest terms and price until cancelled.</p>	<p>You can cancel at any time. Just let us know by writing, email, or phone and we'll action it within 14 days.</p> <p>If you cancel the whole Product, before the relevant Close Date, you won't be charged a cancellation fee, but you're still liable for all amounts already invoiced for your Digital Products. If you cancel the whole Product after the relevant Close Date, the cancellation fee is the total remaining price of the Contract for the Minimum Period, plus GST. The Printed Product component of the Product may still be published.</p> <p>If you cancel a single component of the Product (either a Printed Product or a Digital Product) before the relevant Close Date, you won't be charged a cancellation fee, but you're still liable for all amounts already invoiced. The remaining Products will return to standard rate card price.</p> <p>If you cancel a single component of the Product after the relevant Close Date, the cancellation fee is the total remaining price of the Contract for the Minimum Period, plus GST. The Printed Product component of the Product may still be published.</p>
Targeted Solutions (or any other bundled Product that we may introduce) – Digital Products only		
<p>6 months (unless your Order says otherwise) starting when the last Digital Product is made available to the public.</p>	<p>After the Minimum Period, we'll keep supplying the Product to you on the latest terms and price until cancelled.</p>	<p>You can cancel at any time. Just let us know by writing, email or phone and we'll action it within 14 days.</p> <p>If you cancel the whole Product before the end of the Minimum Period, the cancellation fee is the total remaining price of the Contract for the Minimum Period, plus GST.</p> <p>If you cancel a single component of the Product before the end of the Minimum Period, the cancellation fee is the total remaining price of the Contract for the Minimum Period, plus GST.</p> <p>If you cancel a single component of the Product after the Minimum Period, you're still liable for all amounts already invoiced. The remaining Products will return to the standard rate card price which you will be advised of at the time of cancellation. You are liable for any fees or costs, including management fees, incurred before the Minimum Period starts.</p>

What's the Minimum Period and when does it start?	When will the Contract end?	What's the cancellation policy and what cancellation fees apply?
Digital Directory Products		
6 months (unless your Order says otherwise), starting when your Product is made available to the public.	After the Minimum Period, we'll keep supplying the Product to you on the latest terms and price until cancelled.	You can cancel at any time. Just let us know by writing, email or phone and we'll action it within 14 days. If you cancel within the Minimum Period, the cancellation fee is the total remaining price of the Contract for the Minimum Period, plus GST. Set up fees are non-refundable.
Printed Products (see details on page 10)		
12 months from the relevant directory Close Date.	After the Minimum Period, and each subsequent Minimum Period, your Contract automatically renews. This means your advertising will be published in subsequent editions of the relevant directory on the latest terms and price until cancelled.	You can cancel at any time prior to the relevant Close Date. Just let us know by writing, email or phone. There's a cancellation fee if you cancel after the relevant Close Date, and the Product may still be published. If you cancel before the relevant Close Date, We'll refund any money you've paid towards the cancelled Product. If you cancel after the relevant Close Date, the cancellation fee is the total remaining price of the Contract, plus GST.
Sensis Websites (see details on page 10)		
12 months (unless Your Order says otherwise), starting when your Product is made available to the public.	After the Minimum Period, we'll keep supplying the Product to you on the latest terms and price until cancelled.	You can cancel at any time. Just let us know by writing, email or phone and we'll action it within 14 days. If you cancel within the Minimum Period, the cancellation fee is the total remaining price of the Contract for the Minimum Period, plus GST. Set up fees are non-refundable.
Search Engine Optimisation (SEO) (see details on page 11), Social (Social Media Profile Management (see details on page 11))		
6 months (unless Your Order says otherwise), starting when we commence providing the Product to you.	After the Minimum Period, we'll keep supplying the Product to you on the latest terms and price until cancelled.	You can cancel at any time. Just let us know by writing, email or phone and we'll action it within 14 days. If you cancel within the Minimum Period, the cancellation fee is the total remaining price of the Contract for the Minimum Period, plus GST. Set up fees are non-refundable.

What's the Minimum Period and when does it start?	When will the Contract end?	What's the cancellation policy and what cancellation fees apply?
Digital Advertising (Search Engine Marketing, Sensis Search Ads, Social Ads Express & Digital Display Ads) (see details on page 11)		
6 months (unless your Order says otherwise), starting when we commence providing the Product to you.	After the Minimum Period, we'll keep supplying the Product to you on the latest terms and price until cancelled.	You can cancel at any time. Just let us know by writing, email or phone and we'll action it within 14 days. If you cancel within the Minimum Period, the cancellation fee is the total remaining price of the Contract for the Minimum Period, plus GST. Set up fees are non-refundable. If there is unspent Campaign Spend for the month in which termination takes effect, we'll continue to provide the Product until the spend is reached. You won't be entitled to a refund of any unspent Campaign Spend. Campaign Spend means the proportion of the price that we will use to purchase Paid Ads.



Your content

You know your business best, so we need your input to create your Products. We may gather content that consumers would find relevant from Your Website and display it in your Product. **Content** means any information or material, including business name, trade name, trade mark, design, logo, photograph, illustration, graphic, artwork, text, URL, video, or other material.

You're responsible for:

- making sure your content is accurate; and
- giving us updated content.

If you have a Self-service Product, you can only make updates via the Sensis Customer Centre (the online self-service facility for eligible Products).

We may reject, remove or change any content in a Product:

- if you breach your guarantees and promises on page 9;
- if we reasonably believe that your content will breach your Contract, contravene any law or infringe rights of third parties or is inappropriate or defamatory;
- a regulatory body or law enforcement agency directs us to do so; or
- as otherwise permitted under these terms.

Where possible we will provide you with prior notice before we do so.

We may syndicate some or all of your content to Third Party Sites and sites or applications we control. A Product or your content may be displayed either by us or third parties together with other content. If we provide you with a True Local® Product, you authorise us to place your content with Australian Local Search Pty Ltd.

When your Contract ends or a Product is cancelled, we may retain, delete or continue to display any content relating to it (even if you cancel your paid Product). You will still be able to update and amend your business contact details that we continue to display.



Our directories

To accommodate things like new Products, printing formats, changes in technology and category popularity, we may make changes to a directory or any page, site or other means of displaying a Product, including:

- the size and presentation (such as format, design, placement, order and position); and
- headings or categories, including the availability of Products in certain headings or categories.

Except for changes to search criteria or algorithms for Digital Products, when and how we will tell you about these changes to our directories is set out on page 7.

Search criteria and algorithm changes – we deal with many thousands of online advertisements which means we have to make changes to algorithms and search criteria from time to time. The position of a Digital Product across Sensis' and its advertising partners' sites varies. As Sensis does not guarantee a particular or consistent position or ranking of your advertising, we will not notify you of changes to algorithms and search criteria.



Our use of third parties

If you have a Digital Product, we may include in it:

- links to and content from Third Party Sites that we reasonably consider relevant to you; and
- cookies, widgets, gadgets, tiles, pixels, and other tools that enable end-users to interact with Third Party Sites or you.

You agree that to carry out these activities referred to above, you:

- will provide us with any account details (including login and password) if you already have accounts on Third Party Sites; and
- authorise us to accept Third Party Terms on your behalf and agree to be bound by those terms.



User generated content, such as ratings and reviews can be a great help to your advertising.

We may include user-generated ratings and reviews in your Product. Neither we nor our Related Companies are responsible for, or under any obligation to remove, reviews on your business listing.



Payment

We may invoice you in various ways, including via Telstra on your phone account. You must pay the invoice by the specified due date in accordance with the invoice. The Product price may be payable in full or in instalments and may include an additional administration fee, management fee or a non-refundable set up fee. If you pay by credit card, you agree to pay any credit card processing fees as disclosed to you and set out in your invoice.

If you don't pay your invoice by the due date, we may:

- charge you:
 - interest on the unpaid amounts (at the Reserve Bank's Official Cash Rate at the time the amount was due plus 5%) from the date the amount became due until it is paid in full;
 - any dishonour fees and reasonable debt collection and legal costs we incur; and
 - a late payment fee specified on your invoice; and/or
- cancel or suspend any or all of the Products you purchase from us and/or cancel any or all of the Contracts you have with us.

If you've requested a direct debit arrangement, you agree to the Direct Debit Request Service Agreement at www.sensis.com.au/about/legal.

Any payment will be reflected on your account within five business days.

You consent to any increased prices or additional charges (in accordance with these Terms) being included in any periodic direct debit authority you give us.

Unless stated otherwise, all amounts or fees in relation to the Products do not include any GST. Where we make a taxable supply to you and the consideration for that supply does not expressly include GST, you must also pay us an amount equal to the GST payable by us. Subject to first receiving a tax invoice from us, you must pay the GST amount when you are liable to provide us with consideration. Telstra Corporation Limited may issue tax invoices on our behalf.

If either of us must indemnify or reimburse the other (Payee) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under this clause if the payment is consideration for a taxable supply.



When we will notify you of changes to our directories, terms and prices

We continuously develop and update our Products. So, we may change a directory, page, site or other means of displaying a Product or the terms and price that apply to a Product. If you have a paid Product, we will only give you notice of changes in the situations listed in the table below.

For Digital Products, as Sensis does not guarantee a particular or consistent position or ranking of your advertising, we will not notify you of changes to algorithms or search criteria.

Change	Notice	Consequences
Changes we reasonably think may have a neutral or beneficial effect on you	We do not need to tell you.	Your Product continues under the new terms, price or functionality.
Changes we reasonably think may have a minor detrimental effect on most customers (including a Marginal Price Change)	We will give you reasonable prior notice of the change, except in the case of an urgent change (such as for legal, security, fraud and technical reasons) where we will aim to give you 3 days' prior notice, but may have to act sooner.	Your Product continues under the new terms, price or functionality.

Changes that we reasonably think may have a major detrimental effect on most customers or a Non-Marginal Price Change	We will give you reasonable prior notice of the change except in the case of an urgent change (such as for legal, security, fraud and technical reasons) where we will aim to give you 3 days' prior notice, but may have to act sooner.	You may cancel the affected Product without incurring cancellation fees.
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If, within 60 days of a minor change notice, you contact us and can demonstrate that the change has more than a minor detrimental effect on you, you can cancel the affected Product without incurring cancellation fees.

Of course, we will not increase the price of your Product during the applicable Minimum Period.



Termination of a Contract or Product

Factors related to you

If any of these things happen, we may **immediately** terminate or cancel any or all of your Products or Contracts, **and** require you to immediately pay any applicable cancellation fees:

- you breach a material term of any of your Contracts; or
- you're unable to pay your debts as they fall due; or
- any steps are taken for your winding up, bankruptcy or liquidation, or a controller, trustee, administrator or similar officer is appointed to you or your assets.

Factors related to us

If any of the following things happen, we may immediately terminate or cancel any or all of your Products or Contracts, but you do not have to pay a cancellation fee:

- we can't perform the Contract due to a force majeure event; or
- if required by law; or
- if we reasonably believe that providing the Product is or may become unlawful.

We may terminate a Contract or suspend or cancel some or all of your Products without cause by giving you no less than 30 days' written notice. If we do, we'll refund the price on a pro-rata basis.

Except in the circumstances described in the paragraph headed 'Factors related to us', after termination or cancellation you must pay us amounts incurred before the termination date, plus any applicable cancellation fee (other than where we terminate or cancel without cause) and any

other fees expressly stated in these terms. We may terminate any Tracked Numbers (see page 9), and remove the Product we supplied to you, and your content.



Intellectual property – yours and ours

Your intellectual property - You grant us and our Related Companies a perpetual, royalty free licence to use, reproduce, modify, adapt, communicate to the public and sub-license the content you give us for the purposes of providing the Product and syndicating or otherwise making available any content in a Product at our absolute discretion (including via a third party's product or service).

Our intellectual property - We (or our licensors) own all intellectual property rights in and to the Product (other than content you own) and any other content, data, reports (including Sensis® Call Tracking reports and any advertising performance reports) or other materials produced under these Terms or in connection with any Product. If we give you data or reports, we give you a licence to use it for internal business analytical purposes only. You must not use, reproduce or do anything else with it without our prior express written consent.



Our promises and our limitation of liability

We'll use due care and skill in providing the Product, but neither we nor our Related Companies promise or guarantee that the Product will be free from errors or omissions or provided to you by a particular time.

To the maximum extent permitted by law (including the Australian Consumer Law), our liability for a breach of our promises is limited at our option to:

- resupply of the Product, free of charge; or
- paying you the cost of having the Product resupplied.

For Printed Products, if we are unable to rely upon the limitation above, then our liability is limited to the price of the relevant Printed Product.

Apart from your rights under this section (and to the maximum extent permitted by law) we and our Related Companies will not be liable for any loss, damage, claim or demand incurred or made by any person arising out of or in connection with a Contract, including from provision of, or failure to provide, the Product.

Nothing in these terms is intended to exclude, restrict or modify any rights you may have under the Australian Consumer Law.



Your guarantees and promises

You guarantee and promise to us and our Related Companies that:

- you lawfully provide the products and/or services advertised in your Product, you provide them from or in the advertised location, and you meet any eligibility criteria that may apply to your Product;
- you either own all intellectual property rights in any content you provide to us, or have obtained consent from the owner of those rights to allow us to collect and use any content you provide us;
- nothing in your content, in your Products, or your use of those Products:
 - contravenes any laws, or incites breaches of any law, regulation, industry code, or guideline;
 - infringes the rights of any third parties;
 - breaches any of your Contracts, your obligations to any third party, our privacy policy or relevant Third Party Terms;
 - is inappropriate, defamatory, unsuitable for minors, misleading or deceptive (or likely to be), promotes criminal activity; or
 - adversely affects our or our Related Companies' reputation;
- your content is free of "worms", "viruses" and other disabling devices;

You agree to indemnify us and our Related Companies against all claims, damages, costs, penalties, and liabilities of any nature (**Loss**) caused directly or indirectly by your:

- breach of the guarantees and promises given by you; and
- appointment of us as your agent for any purpose specified in this Contract,

but not to the extent that any Loss is caused by or contributed to by Sensis' wrongful act or breach of contract.



Confidentiality and privacy

Confidentiality

All information of a confidential nature we disclose to you under a Contract is confidential and must not be disclosed by you (or your employees, officers, advisers or contractors) to any third party, except for the purposes of the Contract, unless such information:

- is already known by you;

- has been lawfully obtained by you from another source;
- becomes publicly known other than by your unauthorised disclosure; or
- must be disclosed pursuant to any obligation you have at law.

Privacy

You consent to the collection, use and disclosure of Personal Information on the terms set out in our Privacy Policy (available at www.sensis.com.au/about/privacy or by calling 1800 736 747).

We, and our syndication partners may use your content to allow users to search for your address or name using only your business phone number or address, including to identify calls from your business numbers to users of White Pages digital services. You may opt-out your listing from these services by contacting Sensis Care on 1800 810 211 and making an express request to not have your listing available to these services.

Except for tracking tools authorised by us, your content must not include any mechanism that enables the collection of Personal Information.

Notices and communications

Our key methods of communication are:

- by email;
- through notices on our website at www.sensis.com.au;
- through your bill or invoice (including for White Pages Products, on your Telstra bill); and
- by SMS.

As technology changes, we may adopt other methods of communication, but we will notify you of these changes before we adopt them.

To ensure that we can contact you, it is essential that you notify us of changes to your contact details, including your phone number, email address and postal address. Please also make sure that you check your email and bills regularly.

If we send you emails, you're deemed to have received any email we've sent to the email address you have provided to us to contact you. If we receive an automated email non-delivery notification from your email account, we'll make reasonable attempts to contact you by other methods. If we leave you a voicemail, please call us back promptly.



Sensis® Call Tracking

Call Tracking measures the number of phone calls made to a Tracked Number (a unique phone number we put in your advertising instead of your usual number). Tracked Numbers are available for Products we nominate and may be mandatory for some Products. You must not publish a

Tracked Number anywhere except in a Product.

We may charge you for inclusion of a Tracked Number in your Product. If we do, the price will be set out in your Order.

Call Tracking doesn't work for some number types, including 1800 numbers, landline numbers with exchange based diversions, multiple number and Duet phone and fax multiple numbers, FaxBank, ADSL numbers, Centel Plus & Centel Business Essentials numbers, Line Hunt numbers, ISDN numbers and Remote Access numbers. Mobile Tracked Numbers cannot divert text messages to your mobile phone number. Use of some numbers may attract an additional cost.

We'll divert the Tracked Number(s) to the main phone number that would have appeared in the Product. If you have multiple Products, we may assign different Tracked Numbers to some or all of your Products. You authorise us to:

- determine which existing phone number(s) will be removed or replaced with Tracked Number(s); and
- without notice to you, replace a Tracked Number with a different Tracked Number.

If you change your main phone number, or put an exchange based diversion on your main phone number, *after* we've set up the Tracked Number, calls to the Tracked Number will fail.

If you tell us immediately of these changes, we'll try to divert the Tracked Number to the new main phone number.

We may monitor the Tracked Number for nuisance calls and, if we think it's susceptible to nuisance calls, give you an alternative Tracked Number.

We'll monitor your Tracked Number to give you reports on the number of calls to your Tracked Number(s). Monitoring starts for Printed Products within 6 weeks after distribution of the relevant directory and for Digital Products when the Tracked Number is first activated. We won't include test calls, or calls we deem not to be genuine business calls in our reports to you. If you have multiple Products with Tracked Numbers, we may aggregate the number of calls and other information relating to the Tracked Number(s) in reports.

So that we can prepare the reports, you authorise the telecommunications carrier who supplies the Tracked Number to give us all call data, including data relating to calls diverted from your Tracked Number to your normal business number. You acknowledge that we can't give you the full phone number of the originating call to the Tracked Number.

We may withdraw and stop reporting on your Tracked Number(s) on 7 days' written notice if you materially breach your Contract or on 30 days' written notice without cause.



Reports

We and our Related Companies may use the data, results and reports we generate for you for any purpose, such as identifying you and your participation in the Sensis® Call Tracking program.

You acknowledge that:

- reports we provide to you may not contain complete data for the reporting period; and
- we may not be able to report on performance of Products on Third Party Sites as this depends on data from third parties.

Product specific terms

Printed Products

You must check any proof we send you for errors. We can't rectify errors or omissions in a Printed Product after the relevant Close Date. **Close Date** means the close date for the relevant directory set out at (for Yellow Pages) www.sensis.com.au/assets/PDFdirectory/Yellow_Pages_Close_Dates.pdf and (for White Pages) www.sensis.com.au/assets/PDFdirectory/White_Pages_Book_Close_Dates.pdf or by calling 13 23 78.

If you don't give us content by the relevant Close Date, we'll use any content you've already given us and you must still pay the full price.

We don't represent or warrant that any directory will be published or distributed in certain quantities or by a certain date, or that it will be continuously available. We may use different directory distribution methods, including delivery to homes and businesses or bulk deliveries to secondary distribution centres such as retail outlets.

Sensis Websites

You are responsible for making and keeping backups of the Product and your content; make sure you do this regularly as this is not part of the Product features.

Sensis Websites are great products, but they're not 'made to measure', so we don't promise that your Product will have a unique look and feel.

Displaying and linking to third party advertising on your Product is not allowed. Using your Product as a data storage facility isn't either. If you do these things, we may suspend your Product until your Product and content comply with these terms. We will continue to charge you during any such suspension period.

You authorise us to register, redirect or transfer a website domain or sub-domain relevant to you (including contacting an existing domain registrar on your behalf) and you must assist us to do so if requested. At the end of your Contract, we won't transfer any website sub-domains to you but may transfer a website domain to you.

For some Sensis Websites Products, we will notify you when the Product is ready for your approval. If you don't approve it by the specified time we may automatically publish it and start billing you.

Search Engine Optimisation (SEO)

Many factors affect SEO rankings. Some of these are outside our control, so we don't guarantee Your Website's search result position or ranking.

We also need to set some rules for your website so that we can provide our SEO Product. This means that you must ensure that your website:

- is in English and operational 24 hours a day, 7 days a week;
- loads at an acceptable speed;
- has operable features and links;
- doesn't have most of the site under construction;
- doesn't redirect to another site; and
- has an operational back button and doesn't use pop-ups to trap users.

Digital Advertising (Search Engine Marketing, Sensis Search Ads, Social Ads Express & Digital Display Ads)

You'll be charged for Activities as set out in your Order. Activity means a click, impression, or any other activity that we introduce from time to time as an activity.

If the Product price is on a per Activity basis, the Activity reports we provide will be used to calculate the price unless you establish that the Activity reports are incorrect.

You authorise us to purchase, place, create and manage Selected Keywords, Paid Ads and profiles for you on Third Party Sites and Sensis controlled sites.

If you make significant changes to the content of your website, you must tell us because this could negatively affect your campaign.

You promise that:

- you have a principal place of business and registered office in Australia;
- this is your only Google Adwords account; and
- you will comply with all relevant Search Engine Terms.

We don't guarantee:

- that we will be able to purchase Selected Keywords or distribute your Paid Ads on any Third Party Site;
- the position of your Paid Ads on any site;
- the cost per click when a person clicks on a Paid Ad;
- at what rate or within what time Activities will be achieved; or
- that we'll spend all of the Campaign Spend each month – we'll roll over any unused Campaign Spend to the next monthly period.

We may receive and keep a benefit from Third Party Site owners for placing Selected Keywords and Paid Ads with them, and you consent to this.

The Product price will include a management fee in addition to the cost of purchasing clicks.

For Dynamic Website Tracking or a Landing Page Product, you may be given a Tracked Number in accordance with the clause on page 9.

For Dynamic Website Tracking, (a) the link between your website and proxy site may not remain functional for reasons outside our control, including if you make changes to your website after we've set up Dynamic Website Tracking. Tell us if you make any changes to your website; and (b) some content on your website may not be suitable for Dynamic Website Tracking so we don't guarantee all content will appear correctly.

For Landing Page Product, we'll create the landing page as we see fit using relevant content, including from your website. We will register a website domain relevant to your business but this domain will not be transferred to you.

Search Engine Terms means:

- the terms of Google Inc. and its related entities at <https://adwords.google.com.au/select/tsandcsfinder> (or any updated page);
- the terms of Microsoft Online, Inc and its related entities at <http://bingads.microsoft.com> (or any updated page);
- the terms of Facebook and its related entities at <https://business.facebook.com/policies/ads/> (or any updated page); and
- the terms of other third party search engine owners, to the extent they apply to your Product;

Social (social media profile management)

You have to do all the things we reasonably require to enable us to provide the Product. This includes providing access (such as passwords, usernames and permissions) to the nominated social media account/s you hold. You must tell us immediately if you think the security of your social media account is compromised (eg unauthorised disclosure of your username or password).

Remember, we only manage the Product during our standard business hours, so comments and posts may not be responded to if they are left outside these hours.

Other important terms

Only we may assign or novate our rights and obligations under a Contract and we don't need your consent to do so.

Each Contract is governed by the laws of the Victoria, Australia.

Each Contract constitutes the entire agreement between you and us, and supersedes all other agreements between you and us relating to its subject matter.

If any of the terms of a Contract are invalid, unenforceable or illegal, that term will be struck out and the remaining terms will remain in force.

Definitions

Australian Consumer Law means Schedule 2 to the Australian Competition and Consumer Law Act 2010 (Cth).

Campaign Spend means the proportion of the Price that we will use to purchase Paid Ads.

Close Date has the meaning given to it under the heading Printed Products on page 10.

Contract means the terms and conditions (including these Sensis Customer Terms and the terms included on your Order) on which we supply any Product to you.

Digital Directory Product means any Product based upon Yellow Pages Online or White Pages online but not Targeted Solutions.

Digital Product means any Product except for a Printed Product (and any other Product we may tell you in writing is not a Digital Product).

Keyword means a word that, when present on a website or entered on a website by a person, causes a Paid Ad to be displayed.

Marginal Price Change means an increase no greater than CPI plus 4% in a 12 month period.

Non-Marginal Price Change means a price change that is not a Marginal Price Change.

Paid Ads means any paid ads offered on Third Party Sites and/or Sensis owned and operated sites or applications.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Printed Product means a paid Product published in any print format directory we offer, including the Yellow Pages and White Pages directories.

Product means any advertising or marketing product that we offer from time to time on a paid or free basis.

Related Company means Related Body Corporate, as that term is defined in the Corporations Act 2001 (Cth).

Selected Keywords means (a) all Keywords that you have selected or that we have selected for you; and (b) all Keywords that we map to your Paid Ads.

Third Party Terms means the terms of Third Party Sites that we distribute your content to, or that we link to or integrate with a Product, (which may include online media and social networking sites such as Facebook's terms and conditions at www.facebook.com/legal/terms).

Third Party Site means a website, mobile site or application not maintained or controlled by us or our Related Companies.

Your Website means any website that we identify as used in connection with your business, and does not need to be owned by you.

Our commitment to privacy is set out in our "Privacy Policy" document (available at www.sensis.com.au/about/privacy or by calling 1800 736 747). You should read the Privacy Policy as it has important terms relating to your consent to the collection, use and disclosure of personal information.

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