

**SOUTHERN COMMUNICATIONS CORPORATE SOLUTIONS LIMITED  
WEB LISTINGS SERVICE TERMS AND CONDITIONS**

Please read these Terms in conjunction with our [Privacy Policy](#)

**1. DEFINITIONS AND INTERPRETATION**

1.1. In these terms and conditions (**Terms**) the following words shall have the following meanings:

<b>Agreement</b>	the agreement between you and the Company for the supply of the Web Listing Services in accordance with these Terms;
<b>Authorised Provider</b>	the Company's authorised third party provider of the Web Listing Services;
<b>Charges</b>	the charges as notified to the Customer from time to time and payable by the Customer to the Company for the Web Listing Services;
<b>Commencement Date</b>	the date the Company starts providing the Web Listing Service to the Customer;
<b>Company, We, Us, Our</b>	Southern Communications Corporate Solutions Limited Company Number: 02645307 whose Registered Office is at Glebe Farm, Down Street, Dummer RG25 2AD
<b>Confidential Information</b>	any and all information whether disclosed in written or oral or machine-readable form or otherwise including without limitation information relating to the Company's services, equipment, operations, know-how, trade secrets and information of commercial value;
<b>Customer, you</b>	the individual, company, entity, organisation or business that purchases the Web Listing Services from the Company;
<b>Dashboard</b>	as defined in Clause 3.1.
<b>Data Protection Legislation</b>	up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;
<b>GDPR</b>	General Data Protection Regulation ((EU) 2016/679);
<b>Location Data</b>	information of the Customer including company name, address, contact details, photos, logos, data and other information provided by the Customer;
<b>Personal Data</b>	as defined in Clause 12.2;
<b>Portal</b>	the portal, or other mechanism specified by the Company or its Authorised Provider in writing from time to time which will enable the Customer to access the Dashboard;
<b>Publication Partners</b>	as defined in Clause 3.4;
<b>Rolling Monthly Term</b>	as defined in Clause 3.2.1;

<b>Service Levels</b>	the service levels for the Web Listing Services as set out in Schedule 1;
<b>Terms of Use</b>	the terms for the use for the Services as defined in Clause 3.3;
<b>Web Listing Services</b>	the Web Listing Services as set out in Schedule 1.

1.2. **Construction.** In these Terms, the following rules apply:

- 1.2.1. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2. a reference to **writing** or **written** includes faxes and e-mails.
- 1.2.3. a reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.2.4. headings in the Agreement shall not affect interpretation.

## 2. **CONTRACT**

- 2.1. Unless you notify us otherwise, the Web Listings Service will be automatically applied to your invoice and will be provided free of charge for one (1) month (the **Trial Period**).
- 2.2. You may cancel the Web Listing Service at any time during the Trial Period by emailing us at [sc-client.solutions@southern-comms.co.uk](mailto:sc-client.solutions@southern-comms.co.uk) or contacting us on 0208 604 0000 and we will cancel the Web Listing Services by the end of the Trail Period.
- 2.3. If you wish to continue with the Web Listing Services after the Trial Period, then you do not need to inform us. We will automatically continue to provide the Web Listing Services until you terminate the Agreement in accordance with Clause 3.2 or until the Agreement is otherwise terminated pursuant to these Terms.
- 2.4. If you do not cancel the Web Listing Services during the Trial Period we will automatically continue to provide the Web Listing Services until you terminate the Agreement in accordance with Clause 3.2 or until the Agreement is otherwise terminated pursuant to these Terms
- 2.5. **By using the Web Listing Services; and/or submitting your Location Data; and/or accessing the Portal you agree to these Terms and these Terms will apply to the Web Listing Services during the Trial Period and each Rolling Monthly Term.**
- 2.6. The Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Agreement.
- 2.7. These Terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 3. **SUPPLY OF WEB LISTING SERVICES**

- 3.1. **Service Description.** The Web Listings Services shall give the Customer the ability to log into the Portal and access to a dashboard (the **Dashboard**) where the Customer can evaluate, publish and update their Location Data on a number of different platforms.
- 3.2. **Term and termination.**
  - 3.2.1. The Company shall provide the Web Listing Services from the Commencement Date for the Trial Period and thereafter, unless terminated pursuant to Clause 2.2, the

Agreement shall be automatically renewed for successive periods of thirty (30) days (each a **Rolling Monthly Term**).

- 3.2.2. Either party may terminate the Agreement by giving the other party 30 days' prior written notice before the end of any Rolling Monthly Term, in which case the Agreement shall terminate upon the expiry of the applicable Rolling Monthly Term.
- 3.3. Prior to publication of the Location Data, the Customer shall be required to accept the Company's or its Authorised Provider's terms and conditions of use (**Terms of Use**). Under the Terms of Use the Customer grants to the Company and its Authorised Provider a non-exclusive, worldwide, transferable and royalty free right to use the Location Data to provide the Web Listing Services and disclose the Location Data and/or works derived from them to the Publication Partners.
- 3.4. Upon acceptance of the Terms of Use, the Company or its Authorised Provider shall make the Location Data available to third parties (the **Publication Partners**) for publication across a minimum of 10 high-reach online channels, rating and review sites, navigation systems, apps and social networks.
- 3.5. The Company shall provide the Customer with:
  - 3.5.1. a user name and password to log in to the Portal; and
  - 3.5.2. access to the Dashboard,  
  
to enable the Customer to control and update their Location Data and all other online presence information including but not limited to opening hours, address, promotions, services, categories, images, maps.
- 3.6. We shall have the right to make any changes to the Web Listing Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Web Listing Services, and We shall notify the Customer in any such event.
- 3.7. The Company warrants to the Customer that the Web Listing Services will be provided using reasonable care and skill.
- 3.8. The Customer acknowledges that:
  - 3.8.1. the Company's ability to perform its obligations under the Agreement is dependent upon the accuracy and completeness of any Location Data the Customer provides to the Company and or its Authorised Provider;
  - 3.8.2. the Company or its Authorised Provider shall not be responsible or liable for any delay in providing the Web Listing Services which arises directly out of the Customer's failure to perform its obligations hereunder or to co-operate with the Company or its Authorised Provider or to provide complete and accurate Location Data, all in a timely manner;
  - 3.8.3. unless otherwise agreed by the Company in writing, the Web Listing Services have not been developed to meet their individual requirements and that it is therefore the Customer's responsibility to ensure that the facilities and functions of the Web Listing Services meets their requirements;
  - 3.8.4. the Customer may access statistics via the Portal relating to traffic to the Customers website and other social platforms to enable the Customer to make decisions around marketing. The Company does not warrant that the results that may be obtained from the use of the Web Listing Services will be accurate or reliable and no warranty or guarantee is provided by the Company that the Web Listing Services will result in higher search rankings, increased traffic to the Customer's website or increased sales;

- 3.8.5. the Company or its Authorised Provider may at any time and without liability, modify, expand, improve, maintain or repair the Web Listing Services and this may require suspension of the operation or provision of the Web Listing Services and We shall have no liability to the Customer in connection with any such adverse effect on the quality and availability of the Web Listing Services.
- 3.9. The Company's employees, agents, Authorised Provider's or sub-contractors are not authorised to make any representations concerning the Web Listing Services unless confirmed by the Company in writing.
- 3.10. Any advice or recommendation given by the Company or its employees, agents, Authorised Provider's or sub- contractors to the Customer or its employees or agents as to the Web Listing Services which is not confirmed in writing by the Company is followed or acted on entirely at the Customer's own risk, and accordingly We shall not be liable for any such advice or recommendation which is not confirmed in writing.

#### 4. **THE COMPANY'S OBLIGATIONS**

- 4.1. The Company shall, or shall procure that its Authorised Provider's shall:
  - 4.1.1. take such measures as required to make the Location Data received from the Customer available to the Publication Partners for publication purposes;
  - 4.1.2. provide the Customer with a username and password to access Portal;
  - 4.1.3. provide access to the Portal and Dashboard in accordance with the Service Level Agreement.
- 4.2. The Company warrants that:
  - 4.2.1. the Web Listing Services, including but not limited to availability and accuracy of online web profiles and service, shall comply in all material respects with the Service Levels;
  - 4.2.2. all Location Data will be updated with all due skill, care and diligence across all Publication Partners and in accordance with the Service Levels. The Customer acknowledges that neither the Company or its Authorised Providers are under any duty to investigate the completeness, accuracy or sufficiency of any Location Data;
- 4.3. A deletion, addition or modification of Location Data by the Customer will not affect the license the Company or its Authorised Partners have granted to its Publication Partners, provided such deleted, added or modified Location Data was used by said Publication Partner. The Customer acknowledges and agrees that neither the Company or its Authorised Partners are under any obligation to ensure the deletion of the concerned Location Data from any systems or devices after the Location Data (or a part of the Location Data) has been used by a Publication Partner and that it is neither required to ensure a non-modification or non-usage of the concerned Location Data by such Publication Partner.
- 4.4. We may:
  - 4.4.1. change or withdraw some, or part, of the Web Listing Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content; and
  - 4.4.2. determine how the Web Listing Services are presented and delivered or are otherwise made available to the Customer. The Company can change the means or method of providing the Web Listing Services or the way they are presented, delivered or otherwise made available to the Customer at any time.

- 4.5. We shall give the Customer not less than 1 months' notice in writing of any decision to vary the Web Listing Services (**Notice of Variation**) or discontinue the supply of the Web Listing Services (**Notice of Discontinuance**). We shall use Our reasonable endeavours not to vary or cease to provide any service during the term of the Agreement.
- 4.6. In the event that the Company serves a Notice of Variation or Notice of Discontinuance upon the Customer, the Company or its Authorised Provider will continue to provide those Web Listing Services that are being varied or discontinued and technical support in accordance with Clause 6 during the notice period set out in the Notice of Variation or Notice of Discontinuance.
- 4.7. We shall be entitled (at Our discretion) to make changes to the Web Listing Services at any time without notice in order to comply with any safety or legal requirement applicable to the Web Listing Services.
- 4.8. Within fourteen (14) days of receipt of a Notice of Variation or Notice of Discontinuance, the Customer has the right to terminate this Agreement on fourteen (14) days' written notice to the Company if such variation or discontinuance of the Web Listing Services has a material adverse effect on the Customer's use of the Web Listing Services.

## 5. THE CUSTOMER'S OBLIGATIONS

### 5.1. The Customer:

- 5.1.1. shall as a minimum, supply all mandatory required Location Data using the data import template specified by the Company or its Authorised Provider;
- 5.1.2. warrants that it is authorised to disclose the Location Data to the Company and its Authorised Provider;
- 5.1.3. acknowledges and agrees that the publication of all Location Data is subject to the character restrictions, quality standards and other applicable content requirements of the Publication Partners, and that such contents may be fully or partially declined or modified at any time at the sole discretion of a Publication Partner in order to render them compliant with these requirements including but not limited to:
  - 5.1.3.1. insufficient space;
  - 5.1.3.2. non-applicability of the Location Data for the Publication Partner's application;
  - 5.1.3.3. the use of location sources other than from the Company or its Approved Provider by the concerned Publication Partner;
  - 5.1.3.4. the publication and update cycle of a distribution partner of the Company or its Authorised Provider;
  - 5.1.3.5. potential problems on the part of the Company or its Authorised Provider in geocoding the entirety of Location Data; and
  - 5.1.3.6. modification of the design and/or positions of a placement of Location Data.

The Publication Partners may in some cases require the Customer to verify the Location Data (e.g. by mail or over the telephone requiring entry of a PIN number) prior to publication.

### 5.2. The Customer warrants that:

- 5.2.1. the Location Data is the Customer's data and it is authorised to provide it to the Company, the Authorised Provider and the Publication Partners;

- 5.2.2. the Location Data is not defamatory; and
- 5.2.3. it has the right to give the Company and the Authorised Provider permission to use the Location Data for the purposes specified in these Terms and in the Terms of Use.
- 5.3. If the Company's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
  - 5.3.1. We shall without limiting Our other rights or remedies have the right to suspend performance of the Web Listing Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
  - 5.3.2. We shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations under the Agreement; and
  - 5.3.3. the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 5.4. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Location Data.

## 6. **CHARGES AND PAYMENT**

- 6.1. The Customer shall pay the Charges monthly.
- 6.2. The Charges will be added to the Customers monthly service charge invoice which will be available via email and / or via download directly from the Company or the customer portal.
- 6.3. The Customer shall pay the Charges in pounds sterling without set-off or deduction.
- 6.4. The Charges are exclusive of Value Added Tax, which shall be payable by the Customer in addition to the Charges at the rate applicable from time to time.
- 6.5. Time for payment of the Charges shall be of the essence of the Agreement.
- 6.6. If the Customer fails to make payment in full by the due date, in addition to the Company's right to suspend the Web Listing Services as set out in Clause 7.1, We may charge interest at the rate of 4% per annum above the base rate of the Bank of England on any amounts outstanding from the due date for payment until payment is made in full.
- 6.7. We will give the Customer as much prior notice as practicable of any alteration to the Charges and in any event not less than 1 month's prior notice of such change. This notice may be included in an invoice to the Customer.

## 7. **SUSPENSION AND VARIATION OF THE SERVICES**

- 7.1. The Company reserves the right (at its option) to terminate the Agreement or suspend or vary the Web Listing Services:
  - 7.1.1. if the Customer fails to comply with its obligations under the Agreement including the obligation to pay the Charges;
  - 7.1.2. if the Company reasonably believe the Customer has provided false or misleading Location Data;

- 7.1.3. the Customer's credit rating decreases at any time, and the Customer fails to supply reasonable security in response to a request from the Company; or
  - 7.1.4. the Company considers that there is a significant credit risk;
  - 7.1.5. the Company considers that there is a fraud risk.
- 7.2. The re-instatement of suspended Web Listing Services shall be at the Company's sole discretion and the Customer shall nevertheless be responsible for payment of the Charges during any period where the Web Listing Services are suspended pursuant to clause 7.1.1 and clause 7.1.2.

## **8. TERMINATION**

- 8.1. Without prejudice to any other rights or remedies to which We may be entitled, We may terminate the Agreement without liability to the Customer if:
- 8.1.1. the Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
  - 8.1.2. the Customer commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
  - 8.1.3. the Customer is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution, or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Customer.
- 8.2. The Company may, without prejudice to any of its other rights under the Agreement, terminate the Agreement with immediate effect by notice in writing in the event that:
- 8.2.1. the Company is not, for whatever reason, permitted or authorised to provide the Web Listing Services;
  - 8.2.2. such action is required in order to comply with any legislation;
  - 8.2.3. the Company has reasonable grounds to suspect that the Customer is involved in fraudulent or other unlawful activity.
- 8.3. If the Agreement commences before the Company has completed its credit check of the Customer, We shall be permitted to terminate the Agreement immediately by written notice if the Customer fails to pass the Company's credit policy.
- 8.4. The rights to terminate the Agreement given by this Clause 8 shall be without prejudice to any other right or remedy of the Company in respect of the breach concerned (if any) or any other breach.

## **9. EFFECTS OF TERMINATION**

- 9.1. Upon termination or expiry of the Agreement for any reason:

- 9.1.1. the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Web Listing Services supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - 9.1.2. all Location Data held by the Company on its internal systems shall be deleted;
  - 9.1.3. access to the Portal and Dashboard will cease;
  - 9.1.4. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry;
  - 9.1.5. clauses which expressly or by implication survive termination shall continue in full force and effect.
- 9.2. The Customer acknowledges that following termination of this Agreement, the Location Data shall not be deleted from any systems or devices used by a Publication Partner.
10. **LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 10.1. This Clause 10 sets out the Company's entire liability (including any liability for acts or omissions of the Company's employees, agents or subcontractors) in respect of any breach of the Agreement and any representation, statement or tortious act or omission arising out of or in connection with the Agreement.
- 10.2. Except as set out in these Terms, the Company provides no warranties, conditions or guarantees as to the description or quality of the Web Listing Services, and all warranties, conditions or guarantees implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law.
- 10.3. Nothing in these Terms shall exclude or limit the liability of either party to the other:
- 10.3.1. for death or personal injury caused as a result of its negligence or the negligence of its employees, agents or subcontractors;
  - 10.3.2. for fraud or fraudulent misrepresentation;
  - 10.3.3. for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability.
- 10.4. Subject to Clause 10.3, the Company's aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall, per contracting year, not exceed the Charges paid in that relevant contract year by the Customer.
- 10.5. Subject to Clause 10.3, We shall not be liable to the Customer for:
- 10.5.1. loss of profits; or
  - 10.5.2. loss of revenue;
  - 10.5.3. loss of income or business;
  - 10.5.4. depletion or loss of goodwill, reputation or similar losses;
  - 10.5.5. loss of anticipated savings;

- 10.5.6. loss of or corruption of data or information;
  - 10.5.7. loss of use;
  - 10.5.8. loss of contract;
  - 10.5.9. any indirect or consequential or special loss or damage or pure economic loss, costs, damages, charges or expenses whatsoever and howsoever caused.
- 10.6. The provisions of this Clause 10 shall survive termination or expiry of the Agreement.

## 11. **CONFIDENTIALITY AND DATA PROTECTION**

- 11.1. During the term of this Agreement and for three (3) years after termination, the Customer shall:
- 11.1.1. keep all Confidential Information confidential;
  - 11.1.2. disclose Confidential Information only to its employees that need to know it for the purposes contemplated by the Agreement; and
  - 11.1.3. use the Confidential Information exclusively for the purposes contemplated by the Agreement.

This Clause shall not apply to information that the Customer can prove:

- 11.1.4. is in the public domain otherwise than by the Customer's breach;
  - 11.1.5. it already had in its possession prior to obtaining the information directly or indirectly from the Company; or
  - 11.1.6. a third party subsequently disclosed to the Customer free of restrictions on disclosure and use.
- 11.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 11.3. The Company's Privacy Notice can be found on our website and sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data (where **Personal Data** has the meanings as defined in the Data Protection Legislation) and the Company collects.
- 11.4. Without prejudice to the generality of Clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Company for the duration and purposes of the Agreement.

## 12. **FORCE MAJEURE**

- 12.1. For the purposes of the Agreement, **Force Majeure Event** means an event beyond the reasonable control of the Company or its Authorised Provider including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, pandemics, fire, flood, earthquakes, storm or strikes or default of suppliers or subcontractors, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within the Company's or its Authorised Provider's possession or control, and denial of service attacks.

- 12.2. We will not be liable to the Customer for any failure or delay in performing Our obligations under the Agreement or supplying the Web Listing Services:
- 12.2.1. as a result of a Force Majeure Event;
  - 12.2.2. if another supplier delays or refuses the supply of an electronic communications service to the Company or any of the Company's suppliers and no alternative service is available at reasonable cost; or
  - 12.2.3. if legal or regulatory restrictions are imposed upon the Company or any of the Company's suppliers that prevent the Company or any of the Company's suppliers from supplying the Service.
- 12.3. If the Force Majeure Event prevents the Company from providing any of the Web Listing Services for more than 12 weeks, We shall, without limiting its other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Customer.

### 13. **NOTICES**

- 13.1. Notices must be in writing. The address for service on the Company (subject to any change notified by the Company) is: Southern Communications Corporate Solutions, Glebe Farm, Down Street, Dummer, Hants, RG25 2AD. The address for service on the Customer is as set out in the most recent invoice.
- 13.2. Notices may be delivered by hand, sent by first-class mail, fax or e-mail. Correctly addressed notices if delivered by hand, shall be deemed to have been delivered at the time of delivery, if sent by first-class mail shall be deemed to have been delivered 72 hours after posting, correctly directed faxes shall be deemed to have been received instantaneously on transmission and in proving the service of any notice by e-mail, it will be sufficient to prove that such e-mail was sent to the specified e-mail address of the addressee.

### 14. **VARIATION**

- 14.1. Except as set out in these Terms, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed by the Company in writing and signed by an authorised representative of the Company.

### 15. **GENERAL**

#### 15.1. **Assignment and other dealings.**

15.1.1. We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our rights under the Agreement and may subcontract or delegate in any manner any or all of Our obligations under the Agreement to any Authorised Party, third party or agent.

15.1.2. The Customer shall not, without the prior written consent of the Company, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement.

- 15.2. **Severance.** Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

- 15.3. **Waiver.** Any failure by either party to exercise or enforce its right under the Agreement shall not be a waiver of that right, nor prevent such party from exercising or enforcing such right at a later time.

- 15.4. **No partnership or agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.5. **Third parties.** A person who is not a party to the Agreement shall not have any rights to enforce its terms.
- 15.6. **Governing law.** The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 15.7. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

## Schedule 1

### **SERVICE DESCRIPTION AND WEB LISTING SERVICE: SERVICE LEVEL AGREEMENT**

#### **1. SERVICE DESCRIPTION**

- 1.1. The **Web Listings Services** shall give the Customer access to a dashboard (the **Dashboard**) where they can store and edit the Customer's Location Data.
- 1.2. The Web Listings Service will allow the Customer to evaluate, publish and update information, such as their company name, address, contact details, photos, logos (**Location Data**) on a number of different platforms and offers additional related services within the Portal including statistics about traffic to the Customers' website and other social platforms.

#### **2. SERVICE LEVEL AGREEMENT**

- 2.1. This Service Level Agreement (**SLA**) is subject to and part of the Agreement between the Customer and the Company, and applies only to the Web Listing Services.
- 2.2. The term of the SLA shall apply to the Initial Term and any Rolling Monthly Term of the Agreement, unless otherwise agreed in writing by the Company.
- 2.3. The SLA or parts of the SLA can be suspended unilaterally and / or temporarily by the Company in the event that:
  - 2.3.1. the Customer does not inform the Company about changes in use of the Web Listings Services within a reasonable period of time;
  - 2.3.2. the Customer does not provide the Company the opportunity to perform updates and / or upgrades to the Web Listing Services; and/or
  - 2.3.3. the Customer does not follow advice or user instructions provided by the Company within a reasonable period of time.

#### **3. AVAILABILITY OF THE DASHBOARD**

- 3.1. The Company or its Authorised Provider shall provide the Customer with access to the Dashboard with an annual uptime of 99% (**Product Availability**). The Product Availability shall be calculated per year as follows:

(Total - Unplanned Outage - Allowed Downtime)/(Total - Allowed Downtime).

The terms defined in this paragraph 3.1 shall have the following meaning:

- **Total:** Total hours in a given calendar year.
- **Unplanned Outage:** Total hours the Web Listing Service is unavailable in a given calendar year outside of Allowed Downtime.
- **Allowed Downtime:** The sum of (i) the number of hours the Web Listing Service is unavailable for Planned Maintenance in a given calendar year and (ii) the number of hours the Web Listing Service is unavailable due to a Force Majeure Event.
- **Planned Maintenance:** (i) Total hours the Web Listing Service is unavailable in a given calendar year for maintenance and upgrading provided that the Company provides the Customer with at twenty four (24) hours advance notice in case the unavailability is expected to be unusually long, which notice may entail posting a message in the Dashboard or sending an email to the Customer, and (ii) such maintenance and upgrading occurs no more than ten times in any year.

#### 4. INCIDENTS AND SUPPORT

- 4.1. The Company shall provide support for all technical issues related to the Web Listing Service.
- 4.2. The Company will respond to and provide support in accordance with the response times below:

	<b>Incident description</b>
Prio 1	Total system failure
Prio 2	Partial system failure
General	Non-critical failures, requests for information and change requests

	<b>Service window</b>	<b>Email</b>	<b>Phone</b>
Prio 1	Any day (9:00 to 23:00)	<a href="mailto:sc-client.solutions@southern-comms.co.uk">sc-client.solutions@southern-comms.co.uk</a>	0208 604 0000
Prio 2	Business day* (9:30 to 17:00)	<a href="mailto:sc-client.solutions@southern-comms.co.uk">sc-client.solutions@southern-comms.co.uk</a>	0208 604 0000
General	Business day* (9:30 to 17:00)	<a href="mailto:sc-client.solutions@southern-comms.co.uk">sc-client.solutions@southern-comms.co.uk</a>	0208 604 0000

\* Business day: Any day other than a Saturday, Sunday or public holiday in England & Wales.

	<b>Response time</b>	<b>Resolve time</b>	<b>Measuring period</b>
Prio 1	80% within 4 hours	98% within 1 days	Annual
Prio 2	80% within 8 hours	98% within 2 days	Annual
General	80% within 2 days	98% within 5 days	Annual