



# True Local Customer Terms

## December 2019

Applicable to all new and existing customers on standard contracts with effect from 20 December 2019  
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.truelocal.com.au/terms-conditions](http://www.truelocal.com.au/terms-conditions)

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## Welcome to True Local

Thank you for choosing True Local to advertise your business.

You will find the terms that apply to your True Local 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.truelocal.com.au/business-centre-products](http://www.truelocal.com.au/business-centre-products)

If you need to get in touch about your Products, you can:

- email us at [sales@truelocal.com.au](mailto:sales@truelocal.com.au) ; or
- call us on 1300 307 401 9am to 5pm Monday to Friday excluding public holiday, (Australian Eastern Time).

Other places you can visit for information are:

- Support at True Local - [support.truelocal.com.au](http://support.truelocal.com.au)
- True Local Business Centre - [www.truelocal.com.au/business-centre](http://www.truelocal.com.au/business-centre)
- Our Privacy Policy - [www.truelocal.com.au/privacy-policy](http://www.truelocal.com.au/privacy-policy)



## The important bits about your Product terms

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

- All 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 on the latest terms (including price) until cancelled in accordance with these terms.
- After the Minimum Period, you can cancel by giving True Local 30 days' notice by email or phone.
- Positioning across True Local and its advertising partners' sites varies and True Local does not guarantee a particular or consistent position or ranking of your advertising.
- We will send you **notices** by email, through your invoice and by SMS. Please ensure you notify us of any changes to your contact details, and check your notices and invoices carefully.
- When your Contract ends or a Product is cancelled, we may retain a free True Local listing for your business on our website.



## 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 section at the end of this document, to make it easier to understand the table, you need to know that 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.

To make things easy, this key features table highlights the important information about True Local's Products, including Minimum Periods (this is your Product's minimum commitment period), for how long your Contract continues and the cancellation policy (including cancellation fees).

### True Local Products

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?
<b>Digital Directory Products, including Pocket Office</b>		
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 by giving True Local 30 days' notice by email or phone. If you cancel within the Minimum Period, the cancellation fee is the total remaining Price of the Contract for the Minimum Period, plus GST.
<b>True Local Websites, including e-Commerce (see details on page 9)</b>		
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 by giving True Local 30 days' notice by email or phone. 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.
<b>Digital Display Advertising (see details on page 9)</b>		
3 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 by giving True Local 30 days' notice by email or phone. If you cancel within the Minimum Period, the cancellation fee is the total remaining Price of the Contract for the Minimum Period, plus GST.  If there is unspent Campaign Spend for the month in which termination takes effect, 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

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
- for giving us updated content.

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

- if you breach your guarantees and promises on page 7;
- 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.

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 directory

To accommodate things like new Products, 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, when and how we will tell you about these changes to our directories is set out on page 5.

**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 True Local Product across True Local's and its advertising partners' sites varies. As True Local 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, you have to do all the things we reasonably ask you to do to enable us to provide the Product. This may include providing access (such as passwords, usernames and permissions) to accounts you may hold on Third Party Sites, such as social media sites.

We may include in your Product:

- 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 us to assess the efficiency of your Product and/or that assist end-users to interact with Third Party Sites or with you.

You agree that to carry out these activities, 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.



## Ratings and reviews

User generated content, such as ratings and reviews, can be a great help to your advertising. We will include user-generated ratings and reviews in your Product.

You acknowledge that we will manage ratings and reviews in accordance with [True Local's Review Guidelines](#). Neither we nor our Related Companies are responsible for, or under no obligation to remove, reviews on your business listing.



## Payment

We may send you invoices via email or snail mail. 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 terms at [www.truelocal.com.au/terms-conditions](http://www.truelocal.com.au/terms-conditions).

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.

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 directory, terms and prices

We continuously develop and update our Products. So, we may change a directory, webpage, 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.

As True Local 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 <u>minor</u> 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 <u>major</u> 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.

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.



## 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 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.



## Termination of a Contract or Product

Apart from the minimum periods and cancellation provisions set out in the Key Product Features table starting on page 2, there are some events that give rise to different termination rights. These are set out below, together with the consequences of termination for each reason.

Termination reasons	Consequences
<b>Events related to us</b>	
<ul style="list-style-type: none"> <li>We can't perform the Contract due to a force majeure event; or</li> <li>if required by law; or</li> <li>if we reasonably believe that providing the Product is or may become unlawful.</li> </ul>	<p>We may <b>immediately</b> terminate or cancel any or all of your Products or Contracts.</p> <p>You do not have to pay a cancellation fee and we will refund any prepaid part of the price on a pro-rata basis.</p>
The Minimum Period has not yet expired, but we do not intend to renew or continue your Product or Contract at the end of the Minimum Period.	<p>We may, by giving you <b>30 or more days' Notice</b>, terminate your Product or Contract.</p> <p>Your Product or Contract will expire at the end of the current Minimum Period.</p> <p>You do not have to pay a cancellation fee and we will refund any prepaid part of the price on a pro-rata basis.</p>
At any time after expiry of the Minimum Period, we do not intend to renew or continue your Product or Contract	<p>We may, by giving you <b>30 or more Days' Notice</b>, terminate your Product or Contract.</p> <p>You do not have to pay a cancellation fee and we will refund any prepaid part of the price on a pro-rata basis.</p>
<b>Events related to you</b>	
<ul style="list-style-type: none"> <li>You breach a material term of any of your Contracts; or</li> <li>you're unable to pay your debts as they fall due; or</li> <li>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.</li> </ul>	<p>We may, acting reasonably, <b>immediately</b> terminate or cancel any or all of your Products or Contracts.</p> <p>You must pay us amounts incurred before the termination date, plus any applicable cancellation fee and any other fees expressly stated in these terms.</p>
We reasonably believe that you are behaving inappropriately in your interactions with our employees, agents or contractors and/or creating a risk to their health or safety, and you do not stop that behaviour, or you engage in similar behaviour, after we give you Notice of our concern	<p>We may, by giving you <b>30 or more days' Notice</b>, terminate or cancel any or all of your Products or Contracts.</p> <p>You must pay us amounts incurred before the termination date, plus any applicable cancellation fee and any other fees expressly stated in these terms.</p>

Except in the circumstances described in the table under 'Events related to us', we may terminate any Tracked Numbers (see page 8), and remove the Product we supplied to you, and your content.

Selling your business during the term does not automatically cancel your contract. You remain liable for all your obligations under this contract, including payment of charges, until you cancel the contract in accordance with these terms.



## 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 your Product will be free from errors or omissions, provided to you by a particular time, or (in the case of an online Product), available continuously or on an uninterrupted basis.

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.

If we are unable to rely on this limitation, then our liability is limited to the Product's price for the Product's Minimum Period.

Some Products have specific limitations, so please check your Product's special terms later in this document.

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, use and sub-licence any content you provide us;
- nothing in your content in your Products or your use of those Products:
  - contravenes any laws (including the Privacy Act and the SPAM Act 2003), 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, obscene, otherwise unsuitable for minors, misleading or deceptive (or likely to be), or promotes violence or 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 you:

- 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 True Local's 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 <http://www.truelocal.com.au/cms/privacy-policy>).

Unless you opt-out, we or third parties to whom we syndicate your content 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.

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

Information.

You must comply with the Privacy Act and the SPAM Act 2003 (Cth) when using our Products (in particular, Pocket Office®). Check here if you are unsure about your Spam obligations: [www.acma.gov.au/Industry/Marketers/Anti-Spam/Ensuring-you-dont-spam](http://www.acma.gov.au/Industry/Marketers/Anti-Spam/Ensuring-you-dont-spam). Our key methods of communication are:

- by email;
- through notices on our website at [www.truelocal.com.au](http://www.truelocal.com.au);
- through your invoice; 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.



## Call Tracking

Call Tracking measures the number of phone calls made to a Metered Number (a unique phone number we put in your advertising instead of your usual number). Metered Numbers are available for Products we nominate and may be mandatory for some Products. You must not publish a Metered 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 Metered Numbers cannot divert text messages to your mobile phone number. Use of some numbers may attract an additional cost.

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

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

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

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

We'll monitor your Metered Number to give you reports on the number of calls to your Metered Number(s). Monitoring starts when the Metered 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 Metered Numbers, we may aggregate the number of calls and other information relating to the Metered Number(s) in reports.

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

We may withdraw and stop reporting on your Metered 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 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

### True Local 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.

True Local 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 True Local 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.

### eCommerce

In order for us to provide you with an eCommerce product, you must enter into a separate payment gateway agreement with PayPal, eWay, Stripe or any compatible payment gateway provider. Your payment gateway provider may charge you additional fees and these are not included in fees charged by True Local. You must provide True Local with your payment gateway provider account information to allow integration with your eCommerce store. True Local is not responsible for issues associated with the payment gateway provider and you agree to contact your provider directly in the event of any difficulty.

### Digital Display Advertising

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 Paid Ads and profiles for you on Third Party Sites and sites controlled by us or our Related Companies.

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.

We don't guarantee:

- that we will be able to 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 Paid Ads with them, and you consent to this.

### Pocket Office®

Pocket Office is a powerful customer relationship management tool. As with all our Products, you are responsible for ensuring that your use of Pocket Office complies with all relevant laws. Please check the specific Privacy and Spam obligations on page 7 that are particularly important when using Pocket Office.

Pocket Office® is your customer database, and it's stored in the cloud. Although we take reasonable precautions regarding the safety and security of your data, we do not warrant that your data will be totally secure or protected against data loss. 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.



## 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 New South Wales.

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).

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

**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 sites or applications owned and operated by us or our Related Companies.

**Personal Information** has the meaning given in the Privacy Act.

**Privacy Act** means the Privacy Act 1988 (Cth).

**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).

**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](http://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" (available [www.truelocal.com.au/privacy-policy](http://www.truelocal.com.au/privacy-policy)). 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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