



# **Sensis Customer Terms**

**9 November 2020**

Applicable to all new and existing customers on standard contracts with effect from 9 November 2020.

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/terms](http://www.sensis.com.au/terms)

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## Welcome to Sensis

Thank you for joining with Australia's leading marketing services, platforms and directories provider 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](http://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);
- online at [www.sensis.com.au/sensis-contact-us](http://www.sensis.com.au/sensis-contact-us); and
- through our Customer Centre self-service portal at [www.sensis.com.au/login](http://www.sensis.com.au/login)

Other places you can visit for information are:

- Our directory closing date information:  
[www.sensis.com.au/closedates](http://www.sensis.com.au/closedates)  
or by calling 13 23 78
- Our Privacy Policy  
[www.sensis.com.au/about/privacy](http://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 (except Print Awareness), 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.
- If you have a paid Product and your contract automatically renews, we'll take all reasonable steps to send a reminder at least 4 weeks before the earlier of either your contract renewal, or the relevant Close Date. So that we can contact you, please make sure you keep us informed of any changes to your contact information.
- 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'll send you notices by email, through your bill or invoice (including for White Pages, on your Telstra bill) and by SMS. Please notify us of any changes to your contact details, and check your notices and bills carefully.

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](http://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.

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

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).

Product Type	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?
Bundle	Combined Printed and Digital Product Bundles Targeted Solutions; White Pages Network Packages (or any other bundled Product we introduce but excluding White Pages Connect and Yellow Connect Packages)		
	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 directory Close Date.  For White Pages Network Packages: 12 months from the relevant directory Close Date.	After the initial Minimum Period (and each subsequent Minimum Period), your Contract automatically renews for a further 12 months. This means your advertising will be published online and in subsequent editions of the relevant directory 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 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.  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.  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.
	Digital Product Bundles Targeted Solutions; White Pages Network Packages (or any other bundled Product we introduce but excluding White Pages Connect and Yellow Connect Packages)		
	6 months (unless your Order says otherwise) starting when the last Digital 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 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.  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.  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.
Printed	Printed Products (see details on page 10)		
	12 months from the relevant directory Close Date.	For Print Awareness, your Contract ends after 12 months. For all other Printed Products, after the Minimum Period, and each subsequent Minimum Period, your	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

Product Type	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?
		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.	cancelled Product. If you cancel after the relevant Close Date, the cancellation fee is the total remaining price of the Contract, plus GST.
Digital	Digital Directory Products; Pocket Office		
	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.
	<b>Sensis Websites (including eCommerce); Sensis Website PLUS; Search Engine Optimisation (SEO), Social (Social Media Profile Management) (see details on page 10)</b>		
	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 you cancel your Sensis Website and request the transfer of your domain, you may also be required to pay an admin fee.
	Digital Advertising ( Sensis Search Ads, Social Ads & 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. For Search Engine Marketing or Sensis Search Ads, 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. For Social Ads and Digital Display Ads, if there is unspent Campaign Spend for the month in which termination takes effect, we will not continue to provide the Product after the termination date. 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.
	White Pages Connect and Yellow Connect Products, including any package that includes White Pages Connect and Yellow Connect (see details on page 12)		
12 months (unless your Order says otherwise), starting when your first Product component is made available to the Public.	For White Pages Connect Basic, after the Minimum Period, your contract automatically expires. For all other White Pages Connect and	For White Pages Connect, you can cancel at any time, just let us know by writing, email or phone and we'll action it in 30 days. For Yellow Connect, you can cancel at any time, just let us know by writing, email or phone and we'll action it within 14 days.	

Product Type	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?
		Yellow Connect Products, after the Minimum Period, we'll keep supplying the Product to you on the latest terms and price until cancelled.	If you cancel within the Minimum Period, the cancellation fee is the total remaining price of the Contract for the Minimum Period (less the price you have already paid), plus GST. Set up fees are non-refundable. Sensis may cancel these products in certain circumstances - see page 12 for details.

## 2. Your content

We need your input to create your Products. You agree to provide us with all Content as reasonably requested and required for us to supply your Product. We may gather content that consumers would find relevant from Your Digital Assets 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<sup>®</sup> 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.

## 3. 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.

## 4. 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.

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 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.

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.

## 5. Payment

We may invoice you in various ways, including via Telstra on your phone account or by sending your invoice to you via messaging functionality in your Product. 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 and Credit Card Authorisation Terms at [www.sensis.com.au/about/legal](http://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.

## 6. 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.

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.

## 7. 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<sup>®</sup> 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.

## 8. 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 4, 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
Events related to us	
<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 immediately 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>
<ul style="list-style-type: none"> <li>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.</li> </ul>	<p>We may, by giving you <b>30 or more days' Notice</b>, terminate your Product or Contract which will take effect 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>
<ul style="list-style-type: none"> <li>At any time after expiry of the Minimum Period, we do not intend to renew or continue your Product or Contract</li> </ul>	<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>
Events related to you	
<ul style="list-style-type: none"> <li>If you don't pay your invoice by the due date</li> </ul>	<p>We may immediately 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.</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>
<ul style="list-style-type: none"> <li>You breach a material term, apart from a payment term, of any of your Contracts; or</li> <li>you're unable to pay your debts as they fall due; or</li> </ul>	<p>We may, acting reasonably, immediately terminate or cancel any or all of your Products or Contracts.</p> <p>You must pay us amounts incurred before the</p>

<ul style="list-style-type: none"> <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>termination date, plus any applicable cancellation fee and any other fees expressly stated in these terms.</p>
<ul style="list-style-type: none"> <li>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</li> </ul>	<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 9), 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 or until you and the new business owner make a successful transfer of ownership application approved by us.

## 9. 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.



## 10. 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 must do all the things we reasonably ask you to do to enable us to provide your Product;
- you either own all intellectual property rights in any Content you provide to us and in the Content on Your Digital Assets, or have obtained consent from the owner of those rights to allow us to collect, use and sub-licence any Content you provide us or any Content from Your Digital Assets;
- 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 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.

## 11. 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](http://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.

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: <https://www.acma.gov.au/avoid-sending-spam>

Our key methods of communication are:

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

## 12. 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 phone number, after we've set up the Tracked Number, calls to the Tracked Number will fail. If you do this, tell us immediately - we'll try to divert the Tracked Number to the new main phone 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 monitor the Tracked Number for nuisance calls and, if we think it's susceptible to nuisance calls, give you an alternative Tracked Number.

When the monitoring period ends, we will replace a Tracked Number within the Product we supply to you with your main telephone number, unless you tell us otherwise before the end of the monitoring period and we will disconnect your Tracked Number(s). If you subsequently participate in the Call Tracking program again, you will not be assigned the same Tracked Number(s).

We hold the rights of use in all Tracked Numbers. You may apply to have Tracked Number(s) transferred to you. We may determine whether or not to do so. If you do not request a Tracked Number to be transferred to You, or if we refuse to do so, we may use the Tracked Number in any manner, including by reassigning it to another person for their use.

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.

### 13. Reports

We and our Related Companies may use the data 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 Product performance on Third Party Sites as this depends on data from third parties.

### 14. 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 [www.sensis.com.au/closedates](http://www.sensis.com.au/closedates) 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 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 subdomain 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 subdomains to you but may transfer a website domain to you.

You must provide us with access (such as passwords, usernames, permissions and domain keys) to any domain names you hold, or providing redirects or updating domain name server (DNS) records to point to any Sensis Website we build for you.

If you do not provide us with all Content as reasonably requested and required for us to supply your Product within a reasonable timeframe, we may complete your Sensis Website or redesign based on designer discretion and publish your Sensis Website on a subdomain and start billing you. You can contact us to provide your Content after publication on the subdomain, but you will not be entitled to any refund for the period when your Sensis Website was published on the subdomain.

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.

If you cancel your Sensis Website PLUS and request transfer of your domain, you may be required to pay an admin fee.

A Yellow Microsite is not a Sensis Website.

#### Sensis Websites PLUS

The product specific terms for Sensis Websites (above) also apply to your Sensis Website PLUS product.

Depending on your Sensis Website PLUS tier, you are entitled to a certain amount of editing time each calendar month. If you require any changes to be made that fall outside of your entitled editing

time, please get in touch and we will quote you for the additional changes. Any unused minutes of editing time expires at the end of the calendar month and cannot be rolled over into subsequent months.

### 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 Sensis. You must provide Sensis with your payment gateway provider account information to allow integration with your eCommerce store. Sensis 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.

### 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 (Sensis Search Ads, Social Ads & 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.

Digital Advertising campaigns rely on Your Website to function. You agree that you will use your best efforts to maintain a fully functional website that includes sufficient content, abides by any relevant search engine's policies, is free from malware and is not harmful to users for the duration of your Product.

If we encounter any issues with Your Website that prevent us from providing the product, we will use all reasonable efforts to contact you and you must attempt to resolve the issue. If the issue remains unresolved or we are unable to reach you for a period of 30 days, we may cancel your

Product. If we cancel your Product, you will not be entitled to any refunds for any unspent Campaign Spend.

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 and Social Media Third Party 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.

Refer to Google's advertising disclosure notice which is available at <https://support.google.com/adspolicy/answer/6086450?hl=en>

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 and Social Media 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 <https://about.ads.microsoft.com/en-us/resources/policies/microsoft-advertising-agreement> (or any updated page);
- the terms of Facebook and its related entities at <https://business.facebook.com/policies/ads/> (or any updated page), including, for Social Ads, the Lead Adverts Terms ; and
- the terms of other third party search engine owners, to the extent they apply to your Product.

### Social (social media profile management)

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.

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).

### White Pages Connect and Yellow Connect (Connect)

Sensis may cancel your Product on 30 days' notice in the event that our supplier (**Connect Supplier**) is unable to continue to provide the service. You will be entitled to a pro-rata refund of any prepaid fees if this happens.

The Connect Supplier enables the syndication of your content to, and to update the many digital media platforms available within the Product (collectively, Publishers). The Product relies not only upon the internet to transmit updates, but also on the Publishers to be able to receive the data when sent. Because of this, neither Sensis nor the Connect Supplier can (and do not) guarantee an uninterrupted Product service.

Further, due to the varying technical requirements and content entitlements (such as character limits, quality standards, and other applicable content policies of Publishers (Policies)), your content:

- may be rejected, in whole or in part, by a Publisher at its sole discretion, or amended or modified to comply with the Publisher's Policies;
- may not be displayed in the manner or to the extent that you intend (or at all);
- may have its appearance, size or location changed by a Publisher at any time; and
- on termination of your Product, may be removed or modified by a Publisher.

You acknowledge that these factors are beyond the control of both Sensis and the Connect Supplier. Consequently, you release Sensis and the Connect Supplier from any claim you may have arising from any of the matters set out above.

In order to provide you with the Product, we may require you to provide us with your access credentials for Publisher sites. You agree to promptly provide us with this and any other information we reasonably require to provide the Product. If you do not have an account with a Publisher, you agree that we may create an account on your behalf in order to provide you with the Connect product. If you make changes to your Connect content directly via a Publisher's platform, those changes will be overridden by the Connect content you provided to us. This is because Connect Publishers view our Connect content as the premier source of your content.

You agree and acknowledge that you are responsible for the content you submit for publication (including any response to reviews on Connect Publisher platforms) and that you have read and will comply with all applicable Connect Publisher's policies and guidelines (all of which are available online or can be provided to you on request), including privacy policies and policies relating to ratings and reviews.

The Product also requires the grant of wider IP rights than for our Directory Products. In addition to the promises you make on page 9 about your ownership of your content, and the rights in your content you grant us on page 7, we also require you to grant us and our Connect Supplier:

- a licence to use and distribute your Content for the sole purpose of providing the Connect Product to you; and
- the right to grant Publishers a worldwide non-exclusive, perpetual, irrevocable, royalty-free, unlimited use licence to use your content for any lawful purpose, including but not limited to, rights to publish and syndicate your content in connection with the provision of the White Pages Product to you, and to permit end-users to view and use your content to identify and contact you.

Because our Connect Supplier constantly innovates, your Product features may change and Publishers may be added or removed - you can view the current Publishers included in White Pages Connect at [www.whitepages.com.au/platforms](http://www.whitepages.com.au/platforms) and the Publishers for Yellow Connect at [www.yellow.com.au/help/connect/](http://www.yellow.com.au/help/connect/).

Except to the extent caused by or contributed to by Sensis or the Connect Supplier, you agree that you have no claim against Sensis or the Connect Supplier for the acts, errors or omissions of Publishers in relation to your content or the Connect Product.

Our Connect products are great products, but they need your input to perform to their full potential. The products work best when fully integrated with all of your social media accounts, and it is your responsibility to link these into your Connect product.

**For White Pages Connect Basic**, in addition to the White Pages Connect terms and conditions above, you agree and acknowledge that after the initial access period, any further changes to your content will incur additional fees.

**For Yellow Connect products** a complimentary White Pages digital listing may be created for each location as part of setting up your product. These Sensis Customer Terms apply to your White Pages digital listings.

### 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 9 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 your content. Make sure you do this regularly, as this is not part of the Product features.

## 15. 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.

**Connect Supplier** means uberall GmbH.

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.

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

**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).

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.

**Targeted Solutions** means a bundle of Products named as such on your Order.

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 Digital Assets means Your Website and any social media and Google My Business pages that we identify as used in connection with your business, and does not need to be owned by you.

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

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