

## Terms and Conditions

- 1. Definitions.** In these conditions, references to "Enable Media Limited", "Enable Media Ltd", "Enable Media", "EML", "web.com", "web.com UK", "Scoot", "www.scoot.co.uk", "scoot.co.uk", "TouchLocal Ltd", "TouchLocal", "www.touchlocal.com", "touchlocal.com", "we", "us", "our" and "ours" are references to Enable Media Limited and references to "you" or "your" are references to the person ordering Services from us. References to our "Services" are references to the services we provide in relation to the Internet Services set out at clause 3 below and any bespoke services which we may agree to provide. These Conditions (as may be amended from time to time) will govern the relationship between you and us. Enable Media Limited (Registration No 5178759) ("Enable Media") is incorporated in England and Wales with its registered office at 12 Fetter Lane, London EC4A 1JP. VAT number: GB 896 1121 14. Enable Media is a wholly owned subsidiary of Touch Local Ltd.
- 2. The Contract between you and us.** For the Services provided pursuant to the Terms and Conditions along with the Master Services Agreement located at [www.legal.web.com](http://www.legal.web.com) (the "Master Services Agreement"), the Order Confirmation and any Change Order, the following additional terms and conditions apply (collectively, the "Agreement"). Any nonstandard terms will be detailed in within the Order Confirmation or similar form. A binding contract between you and us ("Contract") will only arise when we have received confirmation of Order from you, whether verbal or in writing, and we have notified you of our acceptance of your Order whether verbal or in writing. You should only submit an Order to us if these Conditions are acceptable to you without modification.
- 3. The Price of our Services.**

  - a. Our charges ("Charges") for any Services ordered by you will be detailed at the point of sale within an Order Form. Unless delays to our provision of Services to you are solely due to our actions or inactions, payments will be due as scheduled. As consideration for the Services you purchase, order or otherwise utilize, you agree to pay all applicable prices, taxes (including but not limited to VAT) and fees as designated in the related order process, with such prices, taxes and fees subject to change. Billing will be on a calendar-month or term basis and all amounts are due immediately or upon ordering and are non-refundable, except as otherwise expressly provided, as required by applicable law.
  - b. Except with respect to the Services to which you subscribe on a monthly (or similar billing cycle) basis, to the extent we are legally required to do so, we will provide you with notice prior to the renewal of your Services within the applicable required notice period depending on term length.
  - c. The Charges for all of our Services are payable in advance by you. In the case of our Annual Services (which include, without limit, Basic Listing, Priority Listing and Super Listing on [www.scoot.co.uk](http://www.scoot.co.uk) ("Paid For Listings"), LeadFinder products

on [www.touchlocal.com](http://www.touchlocal.com) ("Paid For Listings"), Keyword Trackz, Video Advertising and Web Hosting) this means that our Charges are due to be paid by you at the same time as your Order and then again by you on each anniversary. In the case of our Non-Annual Services (which include, without limit, Banner Advertising on [www.scoot.co.uk](http://www.scoot.co.uk), Domain Name Registration, Website Design and bespoke website optimisation) our Charges must be paid by you at the same time as your Order.

- d. Any indulgence given by us to you in respect of the time for payment of our Charges is entirely at our discretion and shall not operate as a waiver of any of our rights. If you do not pay us any sums due from you on the due date for payment, we may at our option charge interest on the overdue amount at the rate of 4% above the base rate of HSBC Bank Plc then in force.
- e. We normally accept payment by cheque (payable to Enable Media Limited), and by Visa, MasterCard, Maestro, Delta, Switch Direct Debit, BACS or American Express. We do not currently accept payment by Diners Club, Electron or Solo. We may withdraw any method of payment at any time without notice to you.
- f. If any reduction is available to you in respect of a promotional offer made available by us, and you are eligible for such offer, then the Charges payable by you will be reduced by the amount shown but not by more or otherwise.

**4. The Services that We Offer.** Descriptions of most of our Services are on the Websites [uk.web.com](http://uk.web.com), [www.scoot.co.uk](http://www.scoot.co.uk), [www.touchlocal.com](http://www.touchlocal.com) or any of our Partner websites ("Product Description"). In addition, our Sales Team will also be pleased to discuss any further bespoke Services that you may require. Subject to our acceptance of your Order, and your continual compliance with these Conditions, we will provide the Services specified in your Order in accordance with these Conditions and the Product Description, using our reasonable skill and care at all times. We may use agents and/or sub-contractors to perform the Services on our behalf where we deem it appropriate to do so.

*a. Premium Websites.*

- 1) During any stage of the design process, a designer or project manager will be working with you to gather information to start, feedback to revise, or approval to complete your website. If a response is not received from you for more than sixty (60) days, the design project is considered "abandoned" and payment is surrendered in full.
- 2) Web.com reserves the right to charge you a fee for repeated missed consultations, repeated rescheduling of consultations related to any website design work, and/or the reinstatement of your website design to an active status if no response has been received from you for thirty (30) days.
- 3) Modifications. We offer unlimited modifications in the first thirty (30) days of their website going live and then one (1) hour per month thereafter. Note, this is not applicable to "Skinny Sites" as outlined below.

*i. Skinny Sites.*

- 1. If a consultation has not been completed and/or Customer has not been responsive in order for us to complete the full site build, we will proceed with a "Skinny Build" in order to ensure the website has been created and delivery of the product is effectuated to the best of our ability.
- 2. All such accounts where the consultation is incomplete and to the extent Web.com has been unable to reach the customer, the account will progress to a Skinny Site' and will be built from either an existing website or listing profile.
- 3. Domain purchase. If the client has an existing website and wants to use this domain, we will still register a new domain, so the website can go live as soon as it is ready. We will always find the closest match to their existing

domain and as normal, the customer can always transfer their existing domain, once they are ready to do so.

4. Skinny Site customers requesting modifications will be required to notify us within five (5) working days of receipt of the welcome email and notification of your website going live. Charges beyond this period will be at an hourly rate.

- 1) In pursuance of Our policy of continuing service improvements we reserve the right to alter the look, feel, style, facilities and functionality of any of our Services and the Website at any time without giving you prior notice but in doing so we will endeavour not to materially diminish the overall functionality and value of the Services or the Website. Accordingly, the Product Description is subject to change from time to time.
- 2) You accept that we cannot guarantee that the Services on the websites uk.web.com, www.scoot.co.uk and www.touchlocal.com in all respects are visible in all browsers and versions of these browsers. We will use our reasonable endeavours to ensure that the Services are visible in the most commonly used version of Google Chrome.
- 3) We may at any time either change, replace or delete these Conditions or include new terms.

*b. Profile Management Services*

- 1) When purchasing a profile management service from us, you give us permission to act as your online marketing agency and claim any listings on third party websites. We in no way guarantee that your profile will be accepted on the third-party website or guarantee any placement.
- 2) We will add any content that has been given to us or is present on any other listings, we are in no way responsible for any damages that may arise by adding such content.

*c. Internet Services*

- 1) Our Internet Services include, without limitation, Basic Listing, Priority Listing and Super Listing on www.scoot.co.uk, LeadFinder products on www.touchlocal.com, Video Advertising, Web Design, Web Hosting, Web Starter, Keyword Trackz, Profile Management Services and bespoke website optimisation. From time to time other Services may be added, or Services may be removed.
- 2) Our Basic Listing, Priority Listing, Super Listing and Banner Advertising services on www.scoot.co.uk and LeadFinder products on www.touchlocal.com include search tags which describe your business, products and/or services and may result in details about your business being displayed on the Scoot or TouchLocal websites to users who perform a search using these search tags. We reserve the right to refuse to include or remove any search tags from your business listing or banner on Scoot or TouchLocal if we believe that these search tags do not in any way describe your business, products and/or services and/or may mislead users of the Scoot or TouchLocal websites. To the extent you cancel the listing services you have with us, we will remove your information from those directories we have control over, but you understand and agree that you may not be removed from all directories.
- 3) You acknowledge and accept that your services and/or products may be reviewed either favourably or unfavourably by third party consumers and that third-party review activity does not constitute the view or opinion of Scoot or TouchLocal. You accept that we offer no editorial services for

reviews and are not in a position to investigate every review but take reasonable steps to prevent libellous or offensive materials from being posted online, although we reserve the right either to maintain or to remove reviews for any reason within our sole discretion.

- 4) You accept that we will remove positive reviews if they can be traced to the business owner.
- 5) Our SEO Performance service is limited to monitoring your website's position in major search engines, as listed in the product description on this website, once in every month. A report indicating the position of your website on these major search engines will be forwarded to you every month of your contract term.
- 6) Where we provide any affiliate services on a revenue share basis, we will forward any agreed fees to you within 30 days of receiving the corresponding fees from the client. If you fail to complete the agreed service or remove any links from the agreed website(s) or render the agreed website(s) unavailable within the specified contract period, the full fee for the agreed service will be refundable to us.
- 7) If you fail to provide any Deliverable Materials to us within the specified time limits, we reserve the right, in addition to any other rights we may have, to retain any Charges that you have paid to us.
- 8) We will endeavour to meet your requested live date(s) for your internet service but time is not of the essence in this respect and we will not be liable for any delays.
- 9) From the date that your Internet Service goes live, we will host your Internet Service in return for your payment of the relevant Charges. We may submit your Internet Service to search-engines, but we do not guarantee or warrant in any way your acceptance by a search engine whether it is linked to Scoot and/or TouchLocal or not.

## **5. Domain Name Services.**

- a. Our Domain Name Services include, without limit, domain name registration and hosting. From time to time additional Services may be added, or Services may be removed.
- b. We will register a domain name of your choice with a domain name extension ".co.uk"; ".org.uk"; ".ltd.uk" (subject to meeting Nominet's requirements); ".plc.uk" (subject to meeting Nominet's requirements); ".com"; ".org"; ".net"; ".biz"; or ".info"; ("your Domain Name"), host your Domain Name, connect your Domain Name to your web pages hosted by us (Web Formation™) and pay the initial administration fees charged by the relevant domain name registry ("Registry"). We will endeavour to complete the registration of your Domain Name within 14 days of your Order but we will not be liable for any failure to do so. In the case of ".uk" domains, we will pay the required fees to Nominet, which for new domain purchases, requires us to pay for two years of registration. For all other domains, we will pay one year's fees to the appropriate registry. When we register a domain name on your behalf you will be bound by Nominet's terms and conditions for registration as amended from time to time and available here: <http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>
- c. We will transfer a pre-registered domain to us provided that:

- I. The domain extension must be one from the list set out above;
  - II. The domain name must have been registered for more than sixty (60) days at the time of your instruction to us;
  - III. The domain name must not be due for renewal in the twenty-one (21) days following your instruction to us;
  - IV. You must complete and return our standard transfer form in a manner acceptable to us and the Registry; and
  - V. You must follow the steps detailed in our standard transfer form to notify your current host that you wish to transfer the domain to us.
- d. You warrant that the details submitted by you to us for the purpose of the Domain Name Service are true and correct, and that future editions or alterations to those details will be true and correct.
  - e. Domain names are usually allocated by the Registrar on a first-come, first-served basis. This means that until the registration process is complete, your Domain Name could be registered by any other party. If for this or any other reason your Domain Name is not available, we will contact you to agree a suitable alternative domain name. If our attempts to register your Domain Name are then unsuccessful, we will, upon receipt of your written request, repay to you such element of the Charges paid by you as relate to the registration of the domain name.
  - f. Any domain name that is registered by us is subject to the terms and policies of the Registrar responsible for the domain name that you have purchased. We give no warranty whatsoever that we will be able to secure your Domain Name, that once secured you will be permitted to retain your Domain Name, or that your Domain Name will be free and clear of intellectual property rights and/or any other claim or challenge by third parties (including without limit, rights and/or claims in relation to registered and unregistered trademarks).
  - g. We reserve the right to disclose to a Registry such of your details as may be required to complete the registration of your Domain Name. You acknowledge that the data that we provide to the Registry is "personal data" for the purposes of data protection and legislation and that subsequently that the Registry may allow other organisations and members of the public to access such data about you. Notwithstanding the foregoing, in order to comply with GDPR or other privacy requirements, we reserve the right to mask your personally identifiable information as needed, including but not limited to, masking data published to Port 43 or the WHOIS database.
  - h. You acknowledge and accept that we will be acting as your agent for the purposes of registering your Domain Name. You hereby appoint us as your agent for such purposes, and specifically give us your consent to enter into a legally binding contract in your name with the Registrar subject to the Registrar's standard terms and conditions.
  - i. Should your web site's bandwidth usage reach the point where it causes an adverse affect on other Clients, we reserve the right to disable your web site until such a time as you are able to reduce your bandwidth usage.
  - j. From time to time the server on which your domain is hosted or its connection to the Internet may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) maintenance procedures or repairs which may need to be undertaken; or (iii) causes beyond our control or which we cannot reasonably foresee. We will endeavour to ensure that

your website is available at all times, but you acknowledge that computer and telecommunications systems are not error free and that we will not be liable to you or any other person for loss of revenue or earnings or any other loss that you suffer as a result of your website being unavailable or inaccessible.

#### **6. Transfer of Your Domain Name.**

- a. You will be permitted to transfer Your Domain Name to any third party in accordance with the Registrar's terms and conditions. If you do so, we will have no obligation to provide Services to the transferee and you are not entitled to any refund of any Charges that you may have paid to us.
- b. You may transfer a domain name away from us, subject to our receipt from you of our standard transfer-out form, completed and signed by your approved signatory. In cases where the domain extension name is any of ".com"; ".org"; ".net"; ".info"; ".biz" the domain must be active, i.e. not listed as "expired, pending deletion or redemption period" at the Registry's WHOIS. Transferring out of such a domain name with this status incurs a charge imposed by the Registry of between \$12.00 and \$200, which will be charged at the current rates, at our discretion and which charge we will pay and for which you shall reimburse us in full. Please note, domains will only be transferred where payments are up to date.

#### **7. Your Obligations to Us.**

- a. You will promptly provide us (free of charge) with any information that we may reasonably require to enable us to proceed with the performance of our obligations under the Contract. This may include (without limitation) any information which we may reasonably request for the purpose of credit verification and debt collection purposes and you permit us to use such information and to provide it to third parties acting on our behalf for such purposes.
- b. You are responsible for ensuring that all Deliverable Material that you provide to us is accurate, decent, lawful, and honest, free from third party advertising, and that such Deliverable Material is not offensive, prejudicial or inflammatory, likely to expose us to claims, result in our prosecution, cause us to infringe the legal rights of any third party, or cause us embarrassment or distress of any kind. You agree that you will be responsible to us for any losses costs or claims that we incur if you supply Deliverable Material to us which breaches this obligation.
- c. You must supply Deliverable Material to us in a suitable format (details of which will be supplied upon your request). You must ensure that any Deliverable Material that you supply to us in an electronic form is provided using fully licensed software and is free from harmful viruses or similar.
- d. If any Deliverable Material that you provide to us itself constitutes or incorporates any intellectual property rights (including without limit copyrights, registered or unregistered trademarks, patent rights, registered or unregistered designs, proprietary know-how or any other proprietary rights of any nature) you represent and warrant to us that such Deliverable Material is either owned absolutely by you or that the owner of such intellectual property rights has given you permission to use them and to allow us to use them on your behalf.
- e. If we in our sole discretion consider necessary, we reserve the right to contact the owner of any intellectual property rights vested in any Deliverable

Materials provided by you to verify that we have permission to use such Deliverable Materials. However we shall have no liability for failing to do so.

- f. We may telephone you from time to time and, as with incoming calls, you accept that all such calls may be recorded for internal purposes, including monitoring and training.
- g. Domain Name Restrictions:
  - i. You must not at any time use Your Domain Name, any website hosted by us pursuant to the Contract, nor any of our networks (or the networks of any of our agents or sub-contractors in violation of any of the policies listed on <https://legal.web.com/>, including but not limited to the Acceptable Use Policy found at: <https://assets.web.com/legal/English/AcceptableUsePolicy.pdf>
  - ii. If you breach any of your obligations set out above, we reserve the right at our discretion to terminate the Contract immediately without warning and without limit you agree to indemnify us against any costs, claims or expenses that we incur as a result.
  - iii. We will co-operate fully with investigations of violations of systems or security networks or security at other sites and with law enforcement authorities in the investigation of possible criminal violations. We reserve the right to charge you up to £250 to investigate any complaint that we receive in relation to Your Domain Name or any website or other Service hosted by us for you. If you violate any systems and/or network security, you may also incur other criminal or civil liability.
  - iv. Users transmitting e-mail from or through any service provided by us must not do anything that attempts to hide, forge or misrepresent the sender of the e-mail and/or sending site of the e-mail.
  - v. Any bulk mailings sent from or through any service provided by us must state explicitly how each individual recipient's e-mail address was obtained and also state how frequently the mail will be received. It is your responsibility to record details including, but not limited to:
    - The time and date each e-mail address was obtained
    - The IP address of the subscriber
    - The URL from which the subscription was received.These details must be made available to us upon request.
  - vi. Any bulk mailings sent from or through any service provided by us must contain simple and clear unsubscribe mechanisms; we recommend that this should be in the form of a working link to a one-click unsubscribe system, although use of a valid "reply to" e-mail address may be used instead.
  - vii. Any bulk mailings sent from or through any service provided by us must contain correct, non-electronic, contact information for the sender; this must be included clearly within the text of each e-mail and include:
    - Contact telephone number
    - Business name
    - Physical mailing address
  - viii. Should you have any complaint about our services Please contact our complaints handler by contacting the Customer Support team at +44 (0) 8001 701 000 or emailing [customersupportuk@web.com](mailto:customersupportuk@web.com) using



one of the contact details below. We will endeavor to respond to all points of contact within 3 business day and aim to resolve any issues you have within 5 business days.

- ix. If you wish to raise a complaint about abuse you have received (phishing scams, spam emails, etc.) please contact us by email at: [phishing@scoot.co.uk](mailto:phishing@scoot.co.uk) with as much detail about the abuse. We will investigate your complaint immediately.

## **8. Termination of the Contract.**

- a. In the case of Subscription Services the Contract will terminate with one (1) month's notice by either party, upon the later of completion by us of such Services and receipt of payment in cleared funds from you of all Charges that are due in relation to them.
- b. In the case of Annual Services, such Services are provided by us for an initial period of twelve (12) months from the first date on which you make payment to us. Thereafter, the Contract will renew for additional periods for the agreed upon term. We will endeavour (but are not contractually obliged) to contact you in the last 3 months of the 12-month annual service to discuss renewal.
- c. If you no longer wish to carry on with your contract, please email us on the contact email address given below no less than 30 days before your services are due to be renewed. Your account will only be deemed as terminated once all outstanding balances have been paid in full. Domains will only be considered for transfer once all balances have been settled, we will not charge you for transferring a domain(s) away to another registrar's tag. The customer acknowledges that, termination of the agreement for any reason will result in us ceasing to provide the applicable services, with the consequences that flow from such cessation, including (but not limited to), deletion of data, e.g. hosting account(s) and mail boxes. If you cancel any of the Services other than within 30 days of the end of a 12-month period, we will not refund any payments of Charges made in respect of the remainder of such period, and all outstanding installments of the Charges relating to such 12-month period must be paid by you.
- d. We will endeavour (but are not contractually obliged) to send you automatic email renewal alerts 60, 30, 15, 7 and 3 days before the expiry date of your domain.
- e. EML shall have the right to immediately terminate any Service if the Customer is in breach of any of these terms. In the case of video advertising or website design, EML shall have the right to immediately terminate the Service if the Customer fails to approve the video montage or website design within a reasonable period.
- f. We may terminate the Contract with you immediately at any time without notice but, if you demonstrate that we have terminated the Contract without any breach by you of your obligations, we will refund to you a sum representing the part of the Services attributable to the unexpired period to the next anniversary date of your Contract. We may, by at least 30 days' notice to you in advance, elect not to renew your contract with us at an anniversary.
- g. As it relates to Premium Website Services, You understand and agree Web.com owns all content and the overall site. In the event you terminate your Premium Website Services with us, Web.com will retain all ownership of such content, excluding the Customer logo and domain, to the extent

Web.com has received all payments to date. Please note, if a consultation has occurred, even if not fully completed, a fee may be charged to you by Web.com. If stock photography has been included as part of the website build, so long as you host your site with us, the licenses for those images are included in the cost of hosting. However, if you choose to host your site elsewhere, the licenses for all stock images will need to be purchased by you and provided to us for inclusion in your site.

## **9. Liability.**

- a. You hereby agree to indemnify, defend and hold us harmless for all liability, claims, damages and costs, including reasonable legal expenses, arising out of or in connection with a breach by you of your obligations, representations and warranties in these Conditions.
- b. If any application that we make on your behalf to register your Domain Name is terminated due to the content of the Deliverable Materials provided by you, then in addition to any other rights that we may have, we reserve the right to either surrender your Domain Name, retain your Domain Name for our own use or transfer your Domain Name to any third party of our choice.
- c. You indemnify us and the Registry against any costs, claims or expenses that we incur as a result of any allegation that the registration of your Domain Name or the manner in which your Domain Name is used (either directly or indirectly) infringes a legal right of any third party in respect of any costs, claims or expenses incurred by either you or the Registry in this respect.
- d. In no event will we be liable for any indirect or consequential damages in contract or tort, including loss of profit, loss or damage to property or relating to claims made by any third party. We advise you not to take any step or act based on your ownership of your Domain Name until you have received confirmation from the relevant registry that you are the registered owner of your Domain Name.
- e. We will endeavour to ensure that the Websites are available at all agreed times but you acknowledge that computer and telecommunication systems are not error free and that we will not be liable to you in the event that the Websites or any of the Services become unavailable or inaccessible.
- f. We do not represent or warrant that the Websites or any of our Services will be error-free, free of viruses or other impairing or harmful components. We will endeavour to ensure that errors are not service affecting and we will run commercially available virus detection and correction software.
- g. We give no warranty whatsoever that we will be able to secure your Domain Name on your behalf. We are not notified as to whether or not attempts to secure Domain Names have been successful and it is your responsibility to establish whether it has been so secured.
- h. The Websites may contain links to other Websites provided by independent third parties. We make no representations whatsoever concerning the content of those sites and the fact that we provide a link to a particular site is not an endorsement, authorisation, sponsorship or affiliation by us in relation to such sites, its owners or its providers.

## **10. Intellectual Property Rights.**

- a. You must not use, copy, adapt, alter or part possession with any information relating to us which we disclose to you under or in relation to the Contract

and which is of a confidential nature. You acknowledge that we may use information provided by you so that we can perform our obligations under this Contract and so we can collate the information that you provide to produce non-customer specific statistics to assist us in our business planning.

- b. Where you supply to us a video promoting your business, products and/or services, all right, title and interest to and all intellectual property rights in the video will at all times remain your property.
- c. We both must comply with all applicable data protection laws when dealing with information given to the other party under this Contract. You hereby acknowledge and accept that we may pass your details on to other parties so that they can offer you various products and services.

#### **11. General.**

- a. Any indulgence given by us to you in respect of your obligations under the Contract is entirely at our discretion and shall not operate as a waiver of any of our rights.
- b. Our contact details: Mail to: Web.com, 19 Falcon Court, Preston Farm Industrial Estate, Stockton-on-Tees, TS18 3TU, Call Customer Services on 0800 170 1000 or email to customersupportuk@web.com
- c. Any part of these Conditions that is unenforceable or illegal will be severed from these Conditions and will not affect the enforceability of the remaining provisions of these Conditions.
- d. We will not be liable to return any Deliverable Materials that you give us for the purpose of providing the Services to you.
- e. The Contract is governed by the law of England and Wales and each of us agrees to submit disputes in connection with the Contract to the exclusive jurisdiction of the Courts of England and Wales.
- f. Complaints. In the event of a question or complaint, please email customersupportuk@web.com. Our team will endeavour to respond to all complaints within 72 hours or three (3) working days. Please title the subject of the email "Complaint".
- g. Publicity. We retain the right to display graphics and other web content elements from your site as examples of our work in our portfolio as well as content features in other projects, and may share with potential customers, customers and in general advertising efforts.