

Module 3 - LocalHub Services

1. Definitions

LocalHub App means the LocalHub App available on the Apple App Store or the Google Play Store;

LocalHub Portal means the website located at manage.localhub.com.au

LocalHub Services means a combination of the following services and modules, depending on the Package the Client selects:

- (a) LocalHub Mobile App and Web Portal;
- (b) Online Listings Management Module;
- (c) Reviews Management Module;
- (d) Customer Management Module;
- (e) Estimates Module;
- (f) Web Presence Module;
- (g) Social Media Module;
- (h) Campaigns and Promotions Module;

each as further described in Annexure B.

Package means a package of LocalHub Services, as set out in Annexure A.

Social Media Account means an account created in your name with a Social Media Site;

Social Media Page means a page on a Social Media Site created via a Social Media Account;

Social Media Site means one or more of:

- (i) Facebook at www.facebook.com;
- (j) Twitter at www.twitter.com;
- (k) LinkedIn at www.linkedin.com;
- (l) Google+ at plus.google.com;
- (m) Google My Business page;
- (n) Our online directory page at www.localsearch.com.au;
- (o) YouTube at www.youtube.com;
- (p) Google Places at places.google.com;

- (q) Instagram; or
- (r) Pinterest,

2. LocalHub Services

- (a) The LocalHub Services to be provided to you depend on your selected Package. You agree that not all LocalHub Services may be made available for purchase by you.
- (b) We will use reasonable endeavours to provide the LocalHub Services forming part the Package.
- (c) The LocalHub Services will be made available using the LocalHub Portal and the LocalHub App. If you use any LocalHub App, you agree to be bound by any terms of use imposed by Apple or Google.
- (d) You acknowledge that the LocalHub Services are partly based on a platform provided by its third party service providers. Your use of the LocalHub Services is also subject to the third party provider's terms of use posted from time to time at business.localsearch.com.au/legal/.

3. Term

- (a) Unless otherwise specified in an Order Form, the term of each LocalHub Service is 12 months from the date of the Order Form.
- (b) LocalHub Services will automatically renew for successive terms of 12 months unless you provide written notice to us that you do not wish to renew at least 1 month prior to the end of the then current term.

4. Fees and Payment

The Fees for a LocalHub Package do not include any additional Services not specified for such Package and do not include any separate charges for optional third party services or features that you may use (e.g. in relation to payments).

5. Website Design Services

The following terms apply to any Website Design Services in a Package.

5.1 Definitions

The following definitions apply in this section 5.

Advanced Design Processes means the creation of elements of a website including, but not limited to the header, navigation, feature images and visual sections of the site. The determination of what is considered an "advanced design process" is in our absolute discretion.

Client Approval has the meaning given in section 5.4;

Custom Templates means new Templates created by us based on your particular specifications, designs or directions;

Live means the point in time when your website is activated, rendering the website published and publically accessible on the internet through the World Wide Web;

Management Site means manage.localhub.com.au or another a link which we provide you from time to time;

Minor change means anything not deemed by us to be a Structural Change. The determination of what is considered a "minor change" is in our absolute discretion.

Structural Change means any changes to the website that requires moving elements of the website including, but not limited to the header, navigation, feature images and visual sections of the site. The determination of what is considered a "structural change" is in our absolute discretion.

Templates means our website design templates (including static pages, animations, forms and other data or materials) which are made available from time to time to use as a basis for designing websites and includes Custom Templates;

Website Design Services means has the meaning given in section 5.2(a).

5.2 Website Design Services

- (a) We will (unless otherwise specified on an Order Form):
- (i) provide you with initial access to the Templates so you can make a selection;
 - (ii) provide a reasonable amount of consultation with our personnel (which in our absolute discretion may be by phone, email or any other mode of communication) in order to design and set up your Website; and
 - (iii) make Live and publish the Website when completed, in accordance with the specifications for those packages in the Order Form,
- (together, **Website Design Services**).
- (b) We may require you to pay additional Fees based on our then-current Package price, where we consider that you are requiring more than a "reasonable amount of consultation" and the determination of what is considered "reasonable amount of consultation" under this clause is in our absolute discretion.
- (c) We reserve the right to begin design and construction of the website after 45 days from the date the Order Form is agreed, regardless of the amount (if any) of content and imagery submitted by you. The website will be posted Live and accessible under a preview link as soon as the website construction is completed by us.
- (d) We will design and develop the website with your help and input. You may submit Your Materials to us by logging into your account at the Management Site.
- (e) If you provide links to sample sites in Your Materials, this is for general information purposes only and to assist us with the design of your website. The functionality and detail of the sample sites will not be duplicated unless

such functionality and detail are specifically requested and such duplication does not infringe upon the intellectual property rights of others. We will not be held liable for the accuracy of information, typos, or spelling errors in any of Your Materials approved by you and published on the website.

- (f) We will develop the website design and content proofs after we receive Your Materials including any imagery from you. We will provide you with an email to enable you to access and review the website design and content proofs. If you consider any changes are necessary, you must contact us. You may request up to two (2) Structural Changes. We will make all necessary consequential changes and will reissue new design and content proofs to check and track the changes by email. If you require more than two (2) Structural Changes then those may, in our discretion, be deemed beyond the "reasonable amount of consultation" and result in additional Fees to you
- (g) Once your approval of the design and content proofs is gained or is deemed to have been obtained in accordance with this Agreement, the construction phase of the website will begin.

5.3 Website Construction Phase

- (a) Construction of the website will begin based on the approved design and content proofs arising out of the Website Design Services. No Structural Changes can be made during this website construction phase without you incurring additional Fees.
- (b) Any Advanced Design Processes requested that are not specified in the description of the product or service initially purchased, may result in additional Fees for which you will be notified of in advance.
- (c) You will be notified by email or phone when construction of the website is completed.
- (d) During the website construction phase, you may contact us to request free of charge two (2) Minor Changes. We will make all necessary consequential changes and notify you via email or phone to check and track the changes. If you require more than two (2) Minor Changes then those may, at our discretion, be deemed to be beyond the "reasonable amount of consultation" and result in additional Fees.

5.4 Client Approval

- (a) You agree that if you fail to respond within 21 days to our notification or requests for:
 - (i) review of design and content proofs; or
 - (ii) missing information,

the website, along with the functionality of the website and the Services rendered, will be deemed to have your approval, and the website will be designed, constructed and taken Live with the missing information "as-is" or "under construction".

- (b) Your website will be posted Live and accessible under a preview link as soon as the website construction is completed by us. You are responsible for testing the functionality of the website upon our request for approval, and notification that the website has been completed. This includes, but is not limited to, functionality of all website pages, database, e-commerce store, payment functions, galleries, applets, forums etc.

5.5 Website modification

If you have purchased Website Design Services, then you may only make modifications to Your Materials by:

- (a) using the customer content management system on the Management Site; or
- (b) paying additional Fees as specified by us (unless you have signed up for Website Support Services), by calling us and directing our personnel to make changes in accordance with section 5.5(a).

5.6 Search engine optimisation services

Where we provide you with any search engine optimisation services, you agree that we may access the website and systems for the purpose of providing those services.

6. Webhosting Services

The following terms apply to any Webhosting Services in a Package.

6.1 Definitions

The following definitions apply in this section 6:

Webhosting Services means any webhosting Services specified for a Package;

6.2 Support

Unless your Package includes Support Services, you acknowledge and agree that we will not provide any direct one-on-one support (via email, telephone or otherwise) for your Webhosting Services.

6.3 Data transfer usage

If, in any billing month, usage of the Webhosting Services exceeds:

- (a) the data transfer and usage limits associated with the Package; or
- (b) if no such limits are specified for the Package, the data transfer and usage limits set out in the Acceptable Use Policy,

we may (without limiting any of our rights under this Agreement) apply by way of limitation to the speed of your website a maximum of 256 kilobytes per second (upload speed) and a maximum of 256 kilobytes per second (download speed) for the remainder of that billing month.

6.4 Server storage limits

Your website is subject to a server storage amount for the Package or the Acceptable Use Policy.

7. Support Services

The following Terms apply to any Support Services in a Package.

7.1 Definitions

The following definitions apply in this section 7:

Support Services means any support Services for website design Services included in your Package or which are otherwise requested by you.

7.2 Support Services

Our personnel will:

- (a) provide technical support via email or phone during office hours between the hours of 8 am and 5 pm on Mondays - Fridays (except any day that is a public holiday in Queensland or the state from which we are providing the Support Services);
- (b) You acknowledge and agree that our Personnel may access and edit your website without providing notice in order to perform any technical aspect of the Support Services (such as search engine optimisation) that we reasonably consider necessary.

8. Social Media Module / Reviews Management Module

The following terms apply to the Social Media Module, Reviews Management Module and Listings Management Module if included in a Package.

8.1 Definitions

The following definitions apply in this section 8:

Review means a customer review you receive and/or respond to on your Social Media Page.

8.2 Your use of the Service

You agree that:

- (a) you are responsible for all content displayed on your Social Media Page, including Reviews, and that we have no connection or responsibility either to you or any third party for any content displayed;
- (b) you are solely responsible for your Social Media Page and you Reviews;
- (c) your use (and our use on your behalf) of the Social Media Sites is at your own risk; and

- (d) you have read, understood and agreed to all applicable terms and conditions relevant to the Social Media Sites.

9. Listings Management Module

The following terms apply to the Listing Management Module if included a Package.

9.1 Definitions

The following definitions apply in this section 9:

Google My Business means an account created in your name on Google My Business (enter url)

Google My Business Page means a page Google My Business (entre URL)

9.2 Services

We will use reasonable efforts to (**Listings Management Services**):

- (a) set up your Social Media Page for you on Facebook at www.facebook.com
- (b) set up your Social Media Account on Facebook at www.facebook.com
- (c) upload Your Materials onto Facebook at www.facebook.com.
- (d) set up your Google My Business account
- (e) upload Your Materials onto your Google My Business Page.

9.3 Information required

You agree to provide us with all Your Materials necessary to enable us to provide you the Listings Management Services and warrant that all of Your Materials are true and correct, and belong to you. You acknowledge that any failure to provide such requested information will be detrimental to our ability to provide the Listings Management Services, and we will not be responsible for any resultant failure in delivering the Listings Management Services

9.4 Appointment as agent

You appoint us to act as your agent in providing the Listings Management Services, including, but not limited to:

- (a) access and utilise the Facebook, Google My Business account for the purposes of providing the Listings Management Services;
- (b) use Your Materials for the purposes of providing the Listings Management Services; and
- (c) enter into all applicable Facebook and Google My Business terms and conditions you are required to accept and agree to in using and accessing Facebook and Google My Business on your behalf.

9.5 Password security

You will at all times keep Social Media Account, Social Media Page, Google My Business Account, Google My Business Page passwords and log-in details secure. You agree to be entirely responsible for when and how the Facebook , Social Media Page, Google My Business account, Google My Business page are used, including use by us in providing the Listings Management Services in accordance with this Agreement.

10. Domain Name Transfer Services

The following terms apply to the Domain Name Transfer Service if included a Package.

- (a) You are responsible for any contractual obligations that may exist with the current or any other registrar.
- (b) In order to take advantage of the Domain Name Transfer Services, you will first need to retrieve the "domain password" (aka, "registry key", "transfer password", "transfer key", "EPP authentication code", "domain token", "authcode password", or "UDAI key") from your current registrar.
- (c) You will ensure that the domain is not locked by your current registrar.
- (d) You acknowledge that 60 days must have passed on the current domain name registration term (and that this term will not be expiring within 7 days) in order to transfer your domain name from its existing registrar to us.

Annexure A - Packages

LocalHub Packages	Connect (Standard)	Connect (Plus)	Connect (Premium)
Pricing:			
Subscription Fee Per Month	\$199.00	\$299.00	\$399.00
All-in-one Setup Fee	\$199.00	\$299.00	\$399.00
Staff	1-2	3-5	6 +
LocalHub Mobile App + Web Portal	•	•	•
Listings Management GMB and Facebook Synchronisation	•	•	•
Review Management	•	•	•
Customer Management:			
Customer Database Contacts	•	•	•
Engagement Widgets	•	•	•
Email Marketing Notifications	•	•	•
Text Marketing Notifications	•	•	•
Quotes and Invoices	•	•	•
Bookings and Appointments	•	•	•
Social Media Management	•	•	•
Campaigns and Promotions			
Email Campaigns	Up to 1,000 p/mth	Up to 5,000 p/mth	Up to 20,000 p/mth
Text Campaigns	Up to 250 p/mth	Up to 500 p/mth	Up to 1,000 p/mth
Coupons & Deals	•	•	•

Prices and inclusions current as at 1.12.2018

Annexure B - Local Hub Service Descriptions

1. LocalHub Mobile App and Web Portal

- (a) The LocalHub Web Portal is a portal from which you can self-manage day to day customer interactions and your marketing activities.
- (b) The LocalHub App is a dedicated mobile control centre which you can self-manage day to day customer interactions and your marketing activities.

2. Online Listings Management Module

LocalHub Online Listings Management updates and maintains accurate, consistent, business profile data for you on your Facebook page and Google My Business You can update your business profile data using the LocalHub Mobile App and LocalHub Web Portal.

3. Reviews Management Module

Localhub Reviews Management provides aggregation and updates on reviews received from your Facebook page and Google My Business page on the LocalHub Mobile App and Web Portal.

4. Customer Management Module

- (a) Customer Database Contacts

LocalHub Customer Database Contacts allows you to manage leads and customers and track your interactions using the LocalHub Mobile App and LocalHub Web Portal.

- (b) Appointment Booking

LocalHub Appointment Booking allows your customers to book selected services from you using a real-time calendar across multiple channels which may include your website, Google My Business page, Facebook page, and www.localsearch.com.au.

- (c) Call Me Back

LocalHub Call Me Back allows your customers to request a callback from you from your website. This can be managed by you from the LocalHub Mobile App and LocalHub Web Portal

- (d) Email and Text Marketing Notifications

LocalHub Email and Text Marketing Notifications allows you to launch email and text marketing campaigns to your Customer Database Contacts from the LocalHub Web Portal.

5. Estimates Module

LocalHub Estimates module allows you to generate, send and track quotations from the LocalHub Mobile App and LocalHub Web Portal.

6. Web Presence Module

LocalHub Web Presence is a combination of Website Design Services, Webhosting Services, Support Services and Domain Name Transfer Services.

7. Social Media Module

(a) Facebook Apps

LocalHub allows you to create Facebook Apps from a LocalHub element such as a booking, form, or coupon. The apps are integrated with LocalHub and can be added to a Facebook business page without ever leaving LocalHub.

(b) Facebook, Instagram, Twitter, Pinterest, LinkedIn Posting

LocalHub is a central hub for social media marketing activities. It supports Facebook, Instagram, Twitter, Pinterest and LinkedIn. Posts can be created and scheduled from existing content, including coupons, deals, and products.

8. Campaigns and Promotions Module

(a) Email Campaigns

LocalHub Email Campaigns allows you to launch email marketing campaigns to your Customer Database Contacts using the LocalHub Web Portal.

(b) Coupons and Deals

LocalHub Coupons and Deals allows you to create using multiple templates in LocalHub, coupons and deals directly from your Customer Database Contacts using the LocalHub Web Portal.