

TERMS AND CONDITIONS

The Social Media Directory v1.01: May 2021

If there is anything you would like clarified, please call our Support Team on 03333 393532 / 07939 026547 or email info@thesocialmediadirectory.com

KEY SERVICE TERMS

Your service will be provided on a monthly basis and will run for a minimum of 12 months, for your convenience we will automatically renew it at the end of the 12-month period unless you write to tell us otherwise at least 60 days before the renewal date.

Once the Agreement has renewed you may end the service at any time after the renewal by giving us at least 60 days' notice in writing.

Where you have made a payment for the first month's service, a further 11 monthly payments will be due under your Agreement for the remainder of the 12 months term.

We will process these payments on your credit card or direct debit on the date we have chosen.

We want to ensure you are happy with your TSMD directory listing and other services we provide.

We will help by agreeing to make changes to your TSMD package Hotspots, classification, and description at any time.

If you have a package with a TSMD website, we will make changes to it free of charge for 30 days after your purchase.

We cannot be held responsible for any errors, delays, or omissions during the creation of any social media pages (or failure of registration) or during the period that the client holds the social media pages.

We cannot be held responsible for any errors, delays, or omissions during the domain registration (or failure of registration) or during the period that the client holds the domain name.

By registering the Social Media profiles or Domain Name on your behalf we do not investigate whether you are entitled to register or have any rights to the Social Media profiles or Domain Name.

We are not the authorising body for your use of the Social Media profiles or Domain Name in the course of your business and therefore accept no liability current or future for any legal challenges made against you for the use of the Social Media profiles or Domain Name.

All prices are plus VAT at the standard rate.

All services are subject to availability, our acceptable use policy and may be withdrawn at any time.

TERMS AND CONDITIONS

The Social Media Directory These terms and conditions apply to the agreement between us and you and are about our provision of the Service to you.

Before using the Service, you should read these terms and conditions and any additional terms contained in your Confirmation of Order carefully. By using the Service, you agree to be bound by these terms and conditions, whether or not you are a registered user of the Service. Where we agree to provide any more products or services these may be provided by us or by a third party. We will tell you if any additional products or services (whether provided by us or by a third party) attract separate charges or have more or different terms and Conditions. You confirm that in relation to any Agreement you are acting in a business capacity and are not and will not "deal as a consumer" for the purposes of section 12 of the Unfair Contract Terms Act 1977.

If you believe that you may be acting as a consumer and not for the purposes of a business, you should contact us using the contact details given in the Confirmation of Order and Confirmation of Service.

1. Definitions

"Advertisement" means any combination of text and/or graphics and/or photographs displayed online in Advertising Media (including hypertext links) intended to promote the identity, products, or services of an individual, business or organisation.

"Advertising Media" means the online directories, social media sites and Internet Search Engines on which we may display an Advertisement.

"Agreement" means the agreement between you and us for the provision of the Service, the terms of which are set out in these Terms and Conditions, the Confirmation of Order, and the Confirmation of Service.

"Business Day" means a day, other than a Saturday or a Sunday, on which clearing banks are open for commercial business in both Edinburgh and London.

"Charges" means the monthly fee, the setup fee, and any one-off payments due to us by you for use of the Services.

"Confirmation of Order" means the document entitled "Confirmation of Order" sent by us to you after your placement of an order for Services and confirming certain details of the Services you have selected and certain terms applicable to those Services. "Confirmation of Service" means the document entitled "Confirmation of Service" contained in the welcome pack sent by us to you following your placement of an order for services and confirming certain details of the Services you have selected, certain terms applicable to those services, and your selected payment method.

"Service" means products and services provided by us relating to the Internet, Social Media services, World Wide Web, and e-commerce, including but not limited to internet advertising, internet access, email, website building, website hosting, domain name registration and telecommunications services. "Service Start Date" means the earliest date on which an Advertisement detailed on the Confirmation of Order is published.

"Us" and "we" and "our" means The Social Media Directory, a wholly owned subsidiary of The Social Media Directory, incorporated in England having its main place of business at Thornton-Cleveleys, Ellerbeck road, Cleveleys, Lancashire FY5 1DH.

"Website" means the website located at www.thesocialmediadirectory.com.

"You" and your" means the company or other person wishing to buy Services.

"Working Day" any day between Monday and Friday, excluding bank and public holidays.

2. Commencement

2.1 - The Agreement begins on the date we communicate our acceptance of your order for the Service(s) and continues until end by either of us in accordance with the Agreement.

2.2 - The Service will commence on the Service Start Date.

3. Operational Changes

3.1 Occasionally, for operational reason, we may:

- (i) change the way we provide the Service, provided that any change does not significantly affect the performance or functionality of the Service; or
- (ii) interrupt or suspend the Service. If this happens, we will restore the Service as quickly as possible.

4. Customer Obligations

4.1 - You appoint us to act on your behalf for the provision of the Service.

4.2 - In using the Service you shall keep to all laws applicable to this use.

4.3 - You must not use the Service:

(i) in any way that is unlawful or in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third person's rights or our Advertising Policies located at www.thesocialmediadirectory.com/terms; or

(ii) in any way we consider is or is likely to be detrimental to the provision of the Service to you or to any of our other customers.

4.4 - We reserve the right to remove material from your social media business profile, website, or the Service that we find offensive or believe that other may find offensive, including the breaching of social media company's terms and conditions.

4.5 - You are responsible for providing all information that you want to be put on your Social Media business profiles or website. You have full responsibility for the content of your Social Media business profiles, website including without limitation any images that you display on your Social Media business profiles or website. It is your responsibility to ensure that the content of your Social Media business profiles or website does not breach the intellectual property rights of any third party and that you have permission to use all the content. We accept no liability for the content of your Social Media business profiles or website.

4.6 - We reserve the right to suspend the whole or any part of the Service in relation to your Social Media business profiles or website and to end the Agreement if we deem the content of your Social Media business profiles or website to be unsuitable.

4.7 - We may at any time:

- (i) refuse to publish an Advertisement, whether or not it has been previously accepted for publication in Advertising Media; or
- (ii) cancel any previously published Advertisement, which in our sole opinion:
- (iii) is likely to cause annoyance, inconvenience, or anxiety; or
- (iv) is offensive, abusive, indecent, defamatory, obscene, or menacing; or
- (v) is likely to be detrimental to the provision of the Service to you or service to any of our other customers; or
- (vi) does not comply with any additional condition set out in the Confirmation of Order.

5. Our Service Obligations

5.1 Scope

5.1.1 The scope of the Service to be provided to you is as set out in the Confirmation of Service.

5.1.2 We warrant that we will make reasonable attempts to make sure that the service is provided as described on the Website and confirmed in the Confirmation of Service but because the Service is provided by means of computer and telecommunication systems, we make no warranties or representations that the Service will be uninterrupted or error free.

5.1.3 You confirm and accept that no software including without limitation software supplied as part of or used to provide the Service is a virus, interruption or error free and if any errors, interruption or viruses (save as expressly set forth in the Agreement) all conditions and warranties, express or implied, by law or otherwise, (including but not limited to any conditions or warranties as to satisfactory quality or concerning the fitness of the Services or any part of that for a particular purpose) are excluded to the fullest extent permitted by law. No oral advice or written information given by us, our employees, agents, licensors, or the like shall create a warranty, nor shall you rely on any such information or advice.

5.2 Data Back Up

5.2.1 Whilst we shall use reasonable efforts to make sure that backup copies of your Social Media business profiles or website and all data contained in your Social Media business profiles or website are made at reasonable intervals, you shall be solely responsible for the backup of the data and we shall not be liable for any damages, loss, costs or other expenses arising out of or for any loss of data by you which are due to the failure of you or us to back up the data.

5.3 Suspension of Service

5.3.1 We may stop the Service without liability on our part, and with as much prior notice to you as reasonably possible (except in the case of paragraph (a) or paragraph (c) below in which case we may do so without prior notice):

- (a) if necessary for operational reasons or for the purposes of carrying out work at our premises or maintaining or upgrading the Service or our system; or
- (b) if obliged to comply with an order, instruction, or request of an emergency service organisation or a governmental or other competent authority; or
- (c) if you owe any payments to us.

6. Limitation of liability

6.1 - You will indemnify us against any claims or legal proceedings that are brought or threatened against us by third parties because the Service is or has been used in breach of clause 4. We will let you know about any such claims or proceedings and keep you informed as to the progress if such claims or proceedings.

6.2 - Neither party excludes or restricts its liability for death or personal injury caused by its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.

6.3 - Unless otherwise expressly stated in the Agreement neither party will be liable to the other in Agreement, tort (including negligence), breach of statutory duty or otherwise for any direct loss of profit, revenue, time anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure or business interruption which may arise in relation to the Agreement whether or not a party advised the other in advance of the possibility of such loss or damage.

6.4 - Unless otherwise expressly stated in the Agreement neither party will be liable to the other in Agreement, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, loss of or damage to physical property, business interruption or for any other indirect or consequential loss or punitive damages which may arise in relation to the Agreement whether or not a party advised the other we were advised in advance of the possibility of such loss or damage.

6.5 - We accept liability, subject to clause 6.8 below, for reasonably foreseeable losses arising from errors or omissions in the Advertisement, on condition that you notify us of any errors or omissions within three (3) months of publication of the Advertisement containing the errors or omissions. You acknowledge that we reserve the right to refuse any claims brought to its attention after this date in respect of any such advertisements.

6.6 - You accept that where we have undertaken all the steps set out in clause 6.8 within thirty (30) days of us accepting responsibility for errors or omissions in an Advertisement, the Customer may then only claim for reasonably foreseeable losses up to a maximum of £5,000.

6.7 - Where we fail to carry out the steps set out in clause 6.8 within thirty (30) days of us accepting responsibility for errors or omissions in an Advertisement, then you may then claim for all reasonably foreseeable losses up to a maximum of £25,000.

6.8 - Where we accept that we have published an Advertisement containing errors or omissions caused by us, we agree to take the following steps, and you accept that these steps will, for the purposes of clause 6.6, mitigate the Customer's losses:(i) Amend any

Advertisement in Advertising Media,(ii) Refund in part or total the amount that has been paid by you.

6.9 - Clauses 6.6 and 6.7 will not apply to any obligation to pay charges.

6.10 - Each part of this clause operates separately. If any part of a clause is held by a Court to be unreasonable or inapplicable the rest of the clause will continue to apply.

7. Payment

7.1 - In consideration of our provision of the service you shall pay to us the charges as follows:

- (i) the setup fee (as written in the relevant Confirmation of Order) in advance
- (ii) the monthly fee (as written in the relevant Confirmation of Order) monthly in advance, and
- (iii) any other payments due to us for provision of the Service as given by us, all by the payment method selected by you and written in the confirmation of Order or on the relevant invoice sent to you by us.

7.2 - If any invoice for the Service is unpaid, we reserve the right to immediately suspend or cancel the Service (including any domain name registration). Suspension of Service will not remove your liability to pay any Charges that are due and payable on your account at the date of termination. Also, we will have the right to charge interest on any unpaid amounts at the rate of 3% over the then current Bank of England base rate. If you do not pay any Charges within thirty (30) days of the invoice date, we reserve the right to change the ownership of your domain name into our name without further notice to you. If the domain name is cancelled for non-payment, then it will become available to others for registration. If the domain name reverts to us, then you may negotiate directly with us to regain the domain however we have no obligation to give the domain to you.

7.3 - Where a credit card arrangement exists and if a termination or cancellation has not been received and if expiration date on a credit card occurs, we reserve the right to automatically change the expiration date.

7.4 - If you are in the United Kingdom, you must add the applicable rate of VAT to all Charges. In the rest of the European Union, you must also add the applicable rate of VAT, unless you are VAT registered, in which case no VAT is payable providing you quote your VAT number. Outside the European Union no VAT is payable.

7.5 - All amounts due to us under the Agreement are exclusive of Value Added Tax. VAT shall apply and be added at the appropriate rate.

7.6 - We reserve the right to alter Charges, particularly for domain name register costs and or Social Media business profile creation. We will let you know in advance about increases in Charges.

7.7 - Disputed Bills

7.7.1 - If you dispute any charge on a bill, you must notify us in writing within 14 days of the date of the bill with all relevant information. Where the disputed amount is:

- (i) less than 5% of the total bill, you will pay the full amount of the bill; or
- (ii) more than 5% of the total bill, you must pay the amount not in dispute.

7.8 - Late Payment

7.8.1 - If we do not receive payment by the due date, we may charge you daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the European Central Bank for the period beginning on the date on which payment is due and ending on the date on which payment is made.

7.8.2 - If you do not pay a bill, we may instruct a debt collection agency to collect payment (including any interest) on our behalf. If we instruct an agency, you must pay us an additional sum. This will not exceed the reasonable costs we have to pay the agency, who will add the sum to your outstanding debt on our behalf.

8. Term

8.1 - The Agreement will become effective on the date that we accept your order for the Service (which will be confirmed in the Confirmation of Order) and depending on any rights of termination set out in these terms and conditions shall continue for a period of not less than twelve (12) months.

8.2 - We shall have the right to end the Agreement by notice in writing to you if any of the following events occur:

8.2.1 - You fail to make any payment when it becomes due to us, or

8.2.2 - The bandwidth used for traffic to and from the web site or social media is exceeded beyond use considered acceptable by us and is deemed by us to affect the performance of other client websites or social media feeds. Notwithstanding any other remedies we may have under these terms and conditions or in law, if the acceptable bandwidth is exceeded, we may elect to charge you an extra monthly fee to be discussed with a sales consultant at the time, or

8.2.3 - You break any of your obligations under the Agreement.

8.3 - If you end the Agreement during the initial (twelve) 12 month period other than within 5 Working Days of the date that we accept your order, in accordance with clause 8.1, or because we have increased the Charges or materially changed the terms of the Agreement to your detriment, you must pay us the applicable Charges for the remainder of the (twelve) 12 month period.

8.4 - Either party may end the Agreement, or the Service provided under it immediately by notice to the other if:

8.4.1 - The other party commits a material breach of the Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so or

8.4.2 - The other party commits a material breach of the Agreement which cannot be remedied under any circumstances or

8.4.3 - The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court makes an order to that effect.

8.4.4 - The other party ceases to carry on its business or substantially the whole of its business or

8.4.5 - The other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or a liquidator, receiver, administrator, administrative receiver, manager, trustee, or similar officer is appointed over any of its assets.

8.5 - Any rights to end the Agreement shall be without prejudice to any other accrued rights.

8.6 - On termination of the Agreement for any reason: we shall have the right immediately to remove any apparatus belonging to us from your premises; and all amounts owing for the Service shall be due and payable in full on demand whether or not then due and you shall have no right to withhold or set off such amounts; and we may delete all e-mail, websites, Social Media Business Profiles and other data stored on the Service by you and re-use thee-mail addresses, domain names, Social Media Business profiles and web-spaces not held by you. We shall not exercise this right for six (6) weeks in the case of termination by us other than for breach by you and in such circumstances shall transfer any domain names held by you to another ISP subject to your payment of the relevant prevailing domain name transfer charge rate.

8.7 - Upon the termination of the Agreement for any reason whatsoever: you shall promptly return to us all copies of any software relating to the Service in your possession; and we may cease to host your website or Social Media Business profiles with immediate effect; and each party shall on request promptly return any documents or papers relating to the business of the other party (including any of the other party's confidential information) which it then has in its possession or control.

8.8 - Refunds

8.8.1 - Once service(s) provisioning has commenced no refund shall be available for any set up fee paid, and any applicable charges as specified in 8.3 will apply.

8.8.2 - We reserve the right to charge for any extra services you have requested from us for your cancellation of Service, including without limitation any services relating to Creating Social media business profiles or web design for a temporary website or feed, forwarding or transferring the service and providing back up whilst any such transfer is carried out.

8.9 - Assignment

8.9.1 - We may assign or otherwise transfer the whole or any part of the Agreement at any time. You may not assign or otherwise transfer the Agreement or any part of it without our written consent.

9. Renewal

9.1 - We will automatically renew your contract after the initial twelve (12) month period of the Agreement unless you tell us in writing at least sixty (60) days before the end of the initial period instructing us to do otherwise.

9.2 - You agree in the event we are not told at least sixty (60) days prior to the end of the initial twelve (12) month period of your wishes not to renew, we will automatically renew the contract on a monthly basis and continue to bill you for the service until such time as you cancel by giving us at least sixty (60) days' notice. If a credit card or debit card is on file with us, you agree that we will be entitled to automatically take payment via that device.

9.3 - If payment is not received via this process (i.e. credit card or debit card is no longer valid, credit card or debit card has expired, etc.) prior to the end of the initial twelve (12) month period, we will inform you via telephone, fax or letter and you agree that the invoice is to be paid prior to the end of the initial twelve (12) month period and that we reserve the right to pursue any outstanding invoice through the appropriate legal channels.

9.4 - You agree that any package of ours purchased under a promotion at a discounted price for the first year may be charged at the full price for all subsequent years at our discretion. Any change in pricing is subject to clause 6.6 of these Terms and Conditions.

9.5 - We will use our reasonable endeavours to make sure that your Social Media business profiles, domain name, internet keyword or any other product comprising the Service will be automatically renewed after expiry of the initial or any subsequent two (2) year registration period provided always that the Agreement remains in force up to the date of expiry of such period.

9.6 - Where a domain name is to be renewed, we will automatically renew a domain(s) either as part of the overall package or as an individual domain. An annual renewal fee will be applicable as outlined in the renewal notice sent at least sixty (60) days prior to renewal.

9.7 - Whilst we will use all reasonable endeavours to make sure that your Social Media business profiles, domain name, internet keyword or any other product of ours is renewed at the relevant renewal date, you acknowledge that it is not possible for us to guarantee such renewal and that we shall not be liable for any failure to renew the domain name.

10. Intellectual Property and Confidentiality

10.1 - Social Media business profile registrations, Domain Name Registrations

10.1.1 - Except as expressly set out in the Agreement, neither party acquires any rights or licences to the other's Intellectual Property Rights.

10.1.2 - You warrant that you are the owner of, or is licensed by the owner to use, all Intellectual Property Rights (including any Copyright or Trademarks) in the copy details you provide provided to us for use in an Advertisement and will indemnify us against all claims and proceedings arising from the reproduction or publication of such copy details in the form of an Advertisement.

10.1.3 - All Intellectual Property Rights (including Copyright in any artwork) created by us in connection with the Agreement will remain our property or that of our licensors.

10.1.4 - If you ask us to prepare any artwork or material for an Advertisement, we will grant you a non-transferable non-exclusive licence to use the artwork in that or any future Advertisement in any Advertising Media.

10.2 - Confidentiality

10.2.1 - Except to the extent any disclosure is required by law each party agrees to keep in confidence any information, whether written or oral, of a confidential nature obtained under or in connection with the Agreement. Each party will not, without the consent of the other, disclose such information to any person other than:

- (i) their Group Company employees or professional advisers who need the information in order for that party to fulfil its obligations under the Agreement; or
- (ii) in our case, the employees or professional advisers of its suppliers who need the information in order for us to fulfil its obligations under the Agreement.

10.2.2 - Information will not be treated as confidential if it is:

- (i) in the public domain other than in breach of the Agreement; or
- (ii) lawfully in the possession of a party before disclosure has taken place; or
- (iii) obtained from a third person who is free to disclose it; or
- (iv) replicated independently by someone without access or knowledge of the Information.

10.2.3 - Where the Freedom of Information Act 2000 applies to you, and you receive a request under the Act that includes any information held by you that was provided by us in connection with the Agreement you will:

- (i) notify us immediately of the request; and
- (ii) give us at least five working days to make representations.

11. Product Terms and Conditions

11.1 - Social Media business profile registrations, Domain Name Registrations

11.1.1 - On payment of the appropriate Charges by you we shall apply for registration of the Social Media business profile registrations domain name requested by you as confirmed on the Confirmation of Service (the "Social Media business profile registrations" "Domain Name").

11.1.2 - If you have asked us to register a Social Media business profile registrations and or domain name then you have authorised us to act as your agent with the registering authority under the relevant terms and conditions for that authority. For details of the relevant terms and conditions, please see the Domain Registration Agreement on our website.

11.1.3 - We will not be held responsible if an incorrect Social Media business profile registration or domain name has been registered. It is your responsibility to make sure that correct details are provided to us.

11.1.4 - In the event that the Social Media business profile registration and or Domain Name requested is unavailable or becomes unavailable between our receipt of your request for registration and the date the application is processed by the registration agent or naming authority, we will offer an alternative Social Media business profile registration and or domain name to you and upon your approval of the alternative Social Media business profile registration and or domain name, we shall register it in accordance with the provisions of

this clause. For the avoidance of doubt, the non-availability of the Social Media business profile registration and or Domain Name or any replacement domain name shall not affect the validity of the Agreement or your obligation to pay the Charges.

11.1.5 - We shall not be liable for any delay in activating any Social Media business profile registrations and or domain name on our server nor for any cost incurred by you as a result of any delay and your obligation to pay the Charges shall not be affected by any such delay.

11.1.6 - You warrant to us that the Social Media business profile registration and or Domain Name does not infringe any intellectual property rights of any third party, including but not limited to trade marks registered or otherwise used by any third party and you shall indemnify and keep us indemnified in respect of any loss, damages, costs or other expenses arising out of or in connection with any breach by you of this clause.

11.1.7 - You acknowledge that we shall have the right to cancel, disconnect or transfer your Social Media business profile and or Domain Name at any time upon receipt of a court order or arbitration award requiring such cancellation, suspension, or transfer.

11.2 - Internet Domain Name Transfers

11.2.1 - At your request as part of the Service, we shall host an existing domain name owned by you (the "Existing Domain Name") always provided that you shall be solely responsible for the transfer of the Existing Domain Name to our server on or after the date on which the Service provided to your commences and for any fees payable to any third party in relation to such transfer. In order to affect the transfer, you shall request your current ISP or any other relevant third party:

- (i) in the case of UK TLDs to modify the IPS Tag as required by us; and
- (ii) in the case of international TLDs to replace the name servers, admin, technical and billing contact with the details instructed by us.

11.2.2 - You accept responsibility for the transfer to us or duplication of your website before the domain name is released from the previous ISP and, if your website is lost as a result of the transfer, you agree to provide us with a copy of your website to be uploaded on your web space and that you will not hold us liable for any loss whatsoever of any of your website or your material in the transfer process.

11.2.3 - We shall not be liable for any delay in the transfer and your obligation to pay the Charges shall not be affected by any such delay.

11.3 - Web Hosting

11.3.1 - You agree to comply with the Web hosting related Acceptable Use Policy set out in this clause ("AUP") as part of your agreement with us. By using our web hosting facility, you agree to comply with this AUP, and we may terminate the Agreement and/or withdraw this facility and any other facilities associated with the Service (in either case in whole or in part) should you fail to comply with the AUP. This policy has been written on a common-sense basis and has been designed to protect the interests of those who wish to benefit from what the Internet has to offer, and

11.3.2 - You may not maintain web space above that limit in which you have agreed. You are prohibited from maintaining a mailbox above the specified storage size as specified on the Website. You should ensure that e-mail is periodically deleted so that you do not exceed the mailbox limit. If this limit is exceeded, you may not be able to receive mail, and

11.3.3 - While it is acceptable for you to extend the amount of CGI scripts provided by us, it is understood that no support can be offered for third party scripts. Any additional CGI scripts found to be functioning in an offensive or destructive way or found to be using too much processing power or memory will be removed from your website without notice and you accept that we reserve the right to remove any CGI scripts that, in our opinion, are causing or could cause a detrimental effect on our systems or to other users of the internet, and

11.3.4 - You are responsible for all use and content of your hosted space. We do not accept responsibility for any content that you place onto your hosted website or social media feeds. We reserve the right to investigate suspected violations of the AUP. When we become aware of possible violations, an investigation may be initiated, which may include gathering information from you and the complaining party, if any, and examination of material on our servers. Much of the AUP reflect acts that may constitute breaches of legislation or regulations and may in some cases carry criminal liability, and

11.3.5 - During an investigation, we may require you to divulge information relating to your activities and how they may have impacted on our services so as to compromise the security or tamper with our system resources or accounts on our computers or at any other site. Use or distribution by you of tools designed for compromising security is prohibited. Examples of such tools include password-guessing programs, cracking tools, or network probing tools, and

11.3.6 - Unsolicited advertising mailings, whether commercial or informational, are strictly prohibited. You may send advertising material only to addresses that have specifically requested it. We will not forward mail to you if the account was terminated for bulk mailing or unsolicited advertising. Violations of this AUP can sometimes result in massive numbers of e-mail responses. If you receive so many e-mails that our resources are adversely affected, we may end the Agreement and shut down your account, and

11.3.7 - If your web pages are generating internet traffic above that level for which has been agreed, you will be informed and offered the opportunity to upgrade the capacity of the web space for a fee outlined in our price list, and

11.3.8 - we will investigate complaints regarding inappropriate material and content on our network and may, at our sole discretion, require that the material be removed or otherwise act as outlined above. Criteria for determining whether a page is inappropriate include the system resources consumed by the page and applicable laws, and

11.3.9 - you may not use World Wide Web pages within or outside our network to violate any part of our Acceptable Use Policies, or to attempt to disrupt the content and sites or internet experiences of other users, and

11.3.10 - Reselling our hosted web space is expressly prohibited.

11.3.11 - We reserve the right to remove any web page (in whole or in part) on our servers, at any time and for any breach of this policy. We will not accept any responsibility occasioned for any loss caused as a result of such removal.

11.3.12 - We will provide access to your web space on our servers for uploading of your third party designed websites. We will provide assistance to you in so much as completing the uploading of any such website. You acknowledge that because there are so many design packages available on the market, and the numerous methods of web design, we do not guarantee that any website not designed by us will function correctly when uploaded to our server. Although we will make efforts to assist you in remedying these instances, you acknowledge that we will in no way be responsible for providing a remedy to fix your website. You acknowledge that we cannot, under any circumstances, offer assistance with respect to third party CGI scripts not directly provided by us.

11.3.13 - We reserve the right to amend, alter or modify this policy at any time and in any manner. We may notify you by e-mail of this, but you agree to review the policy on our website regularly and your continued use of the Service two weeks after any change will constitute acceptance of the change.

11.3.14 - You acknowledge that, even if we have not constructed and/or developed your website as set out in clause 11.4 below, the provisions of clause 11.4.10 and 11.4.11 still apply to you and you agree to comply with them.

11.4 - Website Construction

11.4.1 - We shall assist you with the construction of and / or development of a simple website in accordance with the options selected by you when ordering services.

11.4.2 - On packages that include a website construction option, the following options are available.

11.4.3 - We will provide you with access to our web space as specified below.

11.4.4 - Upon payment of the appropriate fee, we shall allocate to you web space on our Website server as defined by our package, as outlined on the relevant invoice, on which your website maybe hosted.

11.4.5 - Any updates and/or amendments to your website, web space, or retrieval of email shall be made by you using the software by accessing your website on our Website server via our designated connection platforms (dial-up, Mobile data or broadband). In the event your website is accessed, updated, or amended, or retrieval of e-mail is facilitated in any other way than via our connection platform as specified by us, you will incur an additional fee.

11.4.6 - Whilst we shall use all reasonable endeavours to ensure that your website can be accessed by users of the internet at all times, you acknowledge that it is technically impossible to provide such access free of fault at all times and we do not undertake to do so. We expressly reserve the right to suspend availability of your Social Media business profile and or website for the purpose of necessary or scheduled maintenance. Access to your Social Media business profile and or website may also be adversely affected by conditions and performances outside our control, including without limitation the breakdown of transmission and telecommunication links.

11.4.7 - If we agree to design your Social Media business profile and or website you acknowledge and agree that you are responsible for supplying to us the materials which you would like to be included in the building of your Social Media business profile and or web site. We may reproduce, as well as digitally manipulate the materials in the course of building your Social Media business profile and or website and you confirm that we are allowed to do so. We reserve the right to reject any part of the material submitted if it is deemed by us unsuitable for inclusion within your Social Media business profile and or website or if such materials violate any aspect of our Acceptable Use Policies.

11.4.8 - You acknowledge that the volume or type of material submitted must be commercially realistic for us to build your Social Media business profile and or website within the defined scope of work. You accept that we may, at our discretion, decline to perform the Social Media business profile and or website development services if your expectation exceeds the scope of work as agreed with you when your order for the Service was placed.

11.4.9 - You accept that we will not be responsible for holding design material for more than one month from date of completion and uploading of your Social Media business profile and or website to your web space or social media platforms. You must write to us on your company or business letterhead instructing how and when to return the design material along with a self-addressed postage paid envelope before the expiration of the one-month period if you desire the material to be returned.

11.4.10 - If you request, we will include in your Social Media business profile and or website links to other social media platforms and or websites. You acknowledge that we will not make any independent enquiry into these links and that the use of these links (including their availability) is at your sole risk. You confirm that the creation of those links is authorised by the owner / operator of the linked Social Media business profile and or website and that the linked Social Media business profile and or website does not conflict with the Acceptable Use Policy.

11.4.11 Where links to other Social Media business profile and or websites are included on your Social Media business profile and or website (including links to Social Media profiles and or websites such as PayPal), you acknowledge that the use of such Social Media profiles and or websites may be subject to the acceptance of, and compliance with, the terms and conditions of the Social Media providers and or website provider. You acknowledge and accept that compliance with these terms and conditions is your responsibility alone and that in respect of payments, we do not act as a payment services provider or any other intermediary in respect of any payments that you accept. Furthermore, you acknowledge that compliance with all applicable legislation including, without limitation, Sale of Goods Act 1979 (as amended), Consumer Protection (Distance Selling) Regulations and Electronic Commerce (EC Directive) Regulations is also your sole responsibility.

11.4.12 - Where we are designing a bespoke Social Media business profile and or website or template, we are unable to proceed with the build until you supply us with the materials which you would like to be included. We will remind you to send these materials for a period of six months during which time you will receive three written reminders. No refund will be given on the grounds that the Social Media business profile and or website or template was not created.

11.5 - Social Media business profile and or Website Statistics Package

11.5.1 You acknowledge that our statistics package is a tool designed to provide you with an indication regarding the performance of your Social Media business profile and or website and that we will not be liable for any generated reports that do not accurately reflect the true statistics.

11.5.2 - You acknowledge that any updates to the Social Media business profile and or website that involve uploading to the current Social Media business profile and or website in which the statistics package relates could overwrite the code that drives the statistical reports and that it is your responsibility to ensure that after each upload, the statistics package has not been overwritten and in the event it has been overwritten, we will not be responsible for the loss, whether of information or financial in nature, incurred by you.

11.5.3 - You acknowledge that the statistics package is sufficient for Social Media business profile and or websites that receive fewer than 30,000 (thirty thousand) hits per year and that we have the right to cancel, disconnect, or instruct you to pay an additional fee for the statistics package in the event this restriction is broken.

11.5.4 - You acknowledge responsibility for downloading the statistics compiled by the statistics package at least every two (2) months and that we will not be responsible for savings statistics any longer than three (3) months.

11.6 - Online Control Panel if applicable

11.6.1 - Your on-line control panel allows you to manage your account via the internet. You acknowledge that the online control panel is designed to provide you with increased usability and management of your account and that from time to time the online control panel may not reflect with complete accuracy your account information.

11.6.2 - You acknowledge that only authorised account users are to have access to the online control panel and that we shall be indemnified against any loss or damage incurred by you with respect to misuse of the online control panel.

11.7 - Online Advertising (PPC or social media sponsored links/stories)

11.7.1 - Once you have selected the package you want, and we have accepted your request for Service:

(i) we will generate Keywords for search engines and select appropriate geographic areas for advertising.

(ii) the Service will be activated with basic content only. You may make additions later. You must produce any graphics used with the Service. We can provide a list of the formats and text restrictions.

(iii) we can change the area of a Hot spot without notice; and

(iv) your business message displayed on the directories which we provide is limited to 250 characters.

11.7.2 - We will provide monthly statistics detailing the number of Contacts received during the preceding month (as recorded by us).

11.7.3 - You must have a valid email account with any installed content or anti-spam filters configured so as to allow us to contact you by e-mail. If you have your own Social Media business profile and or website as well as a www.thesocialmediadirectory.com site, you must tell us if the address of your website changes.

11.7.4 - Your website and www.thesocialmediadirectory.comSite must:

- (i) resolve to an operational web page (it should not generate error messages such as "File not Found.");
- (ii) not require a username, password, cookie or other authentication to access it;
- (iii) not be on a secure server (i.e. https) or prevent the use of "spidering" technology
- (iv) contain visible text (not graphics only) and contain adequate content at all times from which Keywords can be generated and to which Clicks can be delivered (as determined by us);
- (v) not have content removed or modified so that it lacks the Keywords used to generate contacts. Any changes made to your website are your responsibility and you accept that changes that do not comply with these terms and conditions may invalidate the Contact guarantee detailed at 11.7.8 below; and
- (vi) feature a unique URL and not a sub-domain.

11.7.5 - You must not have Pay per Click advertising campaigns on Internet Search Engines (directly or indirectly) which link to the website or www.thesocialmediadirectory.com site used for the Service.

11.7.6 - The Service may include a Metered Number which when dialled by callers will be diverted to the telephone number that you tell us you want to receive calls on. The Metered Number shown on your www.thesocialmediadirectory.comSite must not be changed.

11.7.7 - Your online directory listing may feature reviews from your customers. You can choose to show all or none of these reviews. If you choose not to show reviews, we will display a note to this effect on your listing.

12. General

12.1 - Matters Beyond Reasonable Control

12.1.1 - If the either party is unable to perform, or is delayed in performing, any obligation under the Agreement because of something beyond its reasonable control including act of God, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes or acts or omissions of local or central government or other competent authorities, or beyond the reasonable control of its suppliers, it will have no liability to the other for that failure or delay in performing.

12.1.2 - We will not be liable for failure to or delay in supplying the Service if:

- (i) another supplier delays or refuses the supply of an electronic communications service to us and no alternative service is available at reasonable cost; or
- (ii) legal or regulatory restrictions are imposed that prevent us from supplying the Service.

12.1.3 - If any of the events detailed in clauses 9.1(a) or 9.1(b) continue for more than three months either party may terminate the Agreement in whole or part by written notice to the other.

12.2 - Escalation and Dispute Resolution

12.2.1 - Despite our best efforts, things can go wrong. When they do, we want to know so we can put them right as quickly as possible. If your complaint is about sales, a bill, or general matters, please phone 03333 393532 between 9.00am and 5.30pm, Monday to Friday. Your call will be logged, and a team member will call you back within a time period that you will be advised of and try to solve the problem. If you prefer to put your complaint in writing, please address it to: Customer Service Manager, The Social media directory Ellerbeck road, Cleveleys, Lancashire FY5 1DH. We will normally respond to your letter by phone but will gladly confirm any points in writing if you prefer.

12.2.2 - We aim to deal with any problem to your satisfaction, and our customer service advisers will try to do this as quickly as possible, preferably during your phone call. If this is not possible, we will agree a course of action with you. Some complaints may take longer to put right. If you are not happy with how we have handled your complaint, please ask to speak to the manager who will review your complaint and will work with you to try and sort out the problem. If, after contacting the manager, you feel that we have not dealt with your complaint properly, please ask for your case to be reviewed by a Senior Manager. If you are still not satisfied with how we have dealt with your complaint it can be reviewed by our Accountability Department. We will explain the final outcome and, in some circumstances, we may send you a "deadlock" letter. If we send a deadlock letter this means that there is nothing more we can do.

12.2.3 - If the problem is not resolved after the steps detailed in 12.2.2 above have been followed then, if we both agree, the problem can be settled by a mediator using the method set out by the Dispute Resolution Service Chartered Institute of Arbitrators ("DRS-CiArb"). If the problem is to be settled by a mediator:

- (i) we must both agree who the mediator will be. If we cannot agree within seven days, a mediator will be chosen by DRS-CiArb ; and
- (ii) all discussions about the problem and any settlement reached will be kept confidential.

12.2.4 - Nothing in this paragraph 12.2 will prevent you or us from taking any steps that may be available as a result of any breach of the terms and conditions of this Agreement.

12.3 Severability

12.3.1 - If any term of the Agreement is held invalid, illegal, or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Agreement had been made without the invalid, illegal or unenforceable terms.

12.4 - Survival

12.4.1 - Paragraph 10.5 will survive the termination or expiry of the Agreement for two years.

12.5 - We may update or amend these terms and conditions at any time. We will communicate changes to you via the website www.thesocialmediadirectory.com.

12.6 - The Agreement and any documents expressed by the Agreement to be incorporated in the Agreement constitute the entire understanding between us and you and save in respect of fraudulent statements supersedes all prior agreements, arrangements, understandings, and representations (whether oral, written or otherwise) made by or between us and you.

12.7 - You and we agree that:

(i) we have not been induced to enter into the Agreement by, nor have we relied on, any statement, representation, warranty, or other assurance not expressly incorporated; and

(ii) in connection with the Agreement our only rights and remedies in relation to any statement, representation, warranty, or other assurance are for breach of the Agreement and that all other rights and remedies are excluded.

12.8 - The terms of clauses 12.7(i) and(ii) will not affect the rights or remedies of either you or us for any fraudulent misrepresentation.

12.9 - Waiver

12.9.1 - A failure or delay by either party to exercise any right or act upon a breach under the Agreement will not be a waiver of that right or breach. If either party waives a right or breach of the Agreement, that waiver is limited to the particular right or breach.

12.10 - Rights of Third Parties

12.10.1 A person who is not a party to the Agreement (including an employee, the officer, agent, representative or subcontractor) has no right under Contracts (Rights of Third Parties Act 1999) to enforce any term of the Agreement. This does not affect any right or remedy that exists or is available apart from that Act.

12.11 - Transfer of Rights and Obligations

12.11.1 - Neither party may transfer any of their rights or obligations under the Agreement without the written consent of the other, except that:

(i) You may transfer your rights or obligations or both to a Group Company with our written consent, such consent not to be unreasonably withheld or delayed; and

(ii) We may transfer our rights or obligations or both to a Group Company without consent provided that we notify that we have done so.

12.12 - Notices

12.12.1 - Notices given under the Agreement must be in writing and delivered to the following addresses unless otherwise stated in the Agreement:

(i) to us at the address shown on the bill or any address that we provide to you for this purpose; or

(ii) to you at any one or more of the following: the address to which you ask us to send bills or the address of the Site your primary email address or, if you are a limited company, its registered office. This clause does not apply to notices given under clauses 1.1, 4.2 and 5.

12.13 - Your Instructions

12.13.1 - We may take instructions from a person whom we think, with good reason, is acting with your permission.

12.14 - The Agreement and these terms and conditions shall be governed by and construed and interpreted in accordance with the laws of England and subject to the non-exclusive jurisdiction of the courts in England.

12.15 - The headings of the paragraphs of the Agreement are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of the Agreement.

If you have any questions about the Terms and Conditions or if you would like assistance with any aspect of our service, please call 03333 393532 / 07939 026547 or email info@thesocialmediadirectory.com. If you have an accounts query about your payments or invoices, please send an email to accounts@thesocialmediadirectory.com.