

# Customer terms

## Welcome to Smart Local Pty Ltd

Thank you for choosing Australia's leading digital marketing services provider to advertise your business. You will find the terms that apply to your Products (the ones set out in your Order) in this document, so please read them carefully. You'll find the key Product terms in the table starting on the next page, with details for each Product and general terms in the following pages. Please note that separate and additional terms apply to your Smart Local software product, which can be found here: [corporate.smart-local.com.au/smart-local-software-terms](https://corporate.smart-local.com.au/smart-local-software-terms).

If you need more information about your Products, try our FAQs here: [corporate.smart-local.com.au/faqs](https://corporate.smart-local.com.au/faqs)

Other places you can visit for information are:

- Our Privacy Policy: [smart-local.com.au/privacy](https://smart-local.com.au/privacy)

## 1. The Important Bits About Your Product Terms

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

- Most of our Products have a Minimum Period. You must pay us the price for your Product for any applicable Minimum Period. If you cancel during the Minimum Period, the cancellation fee is the total remaining price for the Minimum Period. After the Minimum Period, your Contract will continue unless you cancel it.
- For Digital Products, your Contract will continue on the latest terms (including price) until cancelled in accordance with these terms.
- If you have a paid Product and your contract automatically renews, we'll take all reasonable steps to send a reminder at least 4 weeks before the earlier of either your contract renewal or the relevant Close Date. Please make sure you keep us informed of any changes to your contact information.
- Digital Product positioning across our sites and our advertising partners' sites varies, and we do not guarantee a particular or consistent position or ranking of your advertising.
- We'll send you notices by email, through your bill or invoice and by SMS. Please notify us of any changes to your contact details and check your notices and bills carefully.
- You are responsible for ensuring that your content is accurate and up to date.

### 1.1 Website Turnaround Time (Smart Local Websites)

This subsection forms part of clause 1 and applies specifically to Smart Local Websites delivery timelines.

- **Target Delivery:** We aim to deliver the initial website within 28 days from the later of: (a) the Contract start date; or (b) the date you provide all required content, images, brand assets, access credentials, and approvals we reasonably request.
- **Dependency on Client Inputs:** The 28-day timeframe is an estimate and is expressly dependent on your timely provision of complete materials and feedback. Delays in supplying content, images, access, or approvals; scope changes; third-

party delays (e.g., domain/DNS, hosting, integrations); or non-standard technical requirements may extend the delivery date.

- **Feedback Turnarounds:** You must review and provide consolidated feedback within 3 business days of our requests or draft deliveries. If feedback is not received within that period, we may deem the deliverable approved for the purpose of progressing the build and tracking timelines.
- **Proceeding Without Complete Content:** If you have not supplied all required content within a reasonable timeframe, we may (at our discretion) proceed using available information and publish the site on a subdomain, after which billing will commence in accordance with these Terms.
- **Post-Approval Changes:** Any material changes requested after approval of a milestone or the initial build may be treated as a variation and may impact timelines and fees.

## Key Product Terms

We have many great Digital Products, so to make things easy, this Key Features Table highlights the important information about each one, including Minimum Periods (this is your Product's minimum commitment period), how long your Contract continues (including whether your Contract auto-renews), and the cancellation policy (including cancellation fees).

Product Type	What's the Minimum Period and when does it start?	When will the Contract end?	What's the cancellation policy and what cancellation fees apply?
We may syndicate some or all of your content to third-party sites or sites we control. A Product or your content may be displayed either by us or third parties alongside other content.			

When your Contract ends or a Product is cancelled, we may retain, delete, or continue to display any content relating to it (even if you cancel your paid Product). You will still be able to update and amend your business contact details that we continue to display.

## 3. Changes to Product Pages and Display Formats

We may make changes to how we display your Products, including:

- Changes to the size and presentation (such as format, design, placement, order, and position);
- Updates to headings or categories, including the availability of Products in certain headings or categories.

When and how we will notify you of these changes is set out on page 6.

## Search Criteria and Algorithm Changes

We deal with many thousands of online advertisements, which means we may need to make changes to our search algorithms or search criteria from time to time. The position of your Product across our sites and advertising partners' sites may vary. Since we do not guarantee a specific or consistent position or ranking for your advertisement, we will not notify you of changes to these algorithms or search criteria.

## 5. Payment

We may invoice you in various ways, including via your phone account or by sending your invoice to you via messaging functionality in your Product. You must pay the invoice by the specified due date in accordance with the invoice. The Product price may be payable in full or in installments and may include an additional administration fee, management fee, or a non-refundable setup fee. If you pay by credit card, you agree to pay any credit card processing fees as disclosed to you and set out in your invoice.

- Charge you interest on the unpaid amounts (at the Reserve Bank's Official Cash Rate at the time the amount was due, plus 5%) from the date the amount became due until it is paid in full;
- Charge any dishonour fees and reasonable debt collection and legal costs we incur;
- Charge a late payment fee specified on your invoice; and/or
- Cancel or suspend any or all of the Products you purchase from us and/or cancel any or all of the Contracts you have with us.

If you've requested a direct debit arrangement, you agree to the Direct Debit and Credit Card Authorisation Terms

### Terms and Conditions for Credit Card and Direct Debit Authorization

- 1. Introduction** By providing your credit card or bank account details, you authorize Smart Local Pty Ltd to initiate payments for products and services provided. This document outlines the terms under which payments will be processed via credit card (through Square) and direct debit (through GoCardless). You acknowledge that you have read and agree to these terms.
- 2. Payment Methods** Smart Local Pty Ltd uses two payment methods:
  - Credit Card Payments: Payments are processed via Square, a third-party payment provider, for both one-off and recurring payments.
  - Direct Debit Payments: Payments are processed via GoCardless, a third-party service provider, for both one-off and recurring payments.
- 3. Authorization** By providing your credit card or bank account details:
  - You authorize Smart Local Pty Ltd to debit your credit card or bank account for all amounts due for the services or products purchased.
  - You authorize Square (for credit card payments) and GoCardless (for direct debit payments) to process these payments on behalf of Smart Local Pty Ltd.
  - You agree to keep your payment details up to date and notify Smart Local Pty Ltd of any changes to your payment information.
- 4. One-Off Payments** For one-off payments, the agreed amount will be charged to your credit card or bank account as specified at the time of purchase. This charge will occur once and will not be repeated unless explicitly authorized.
- 5. Recurring Payments** If you have signed up for a recurring service, you authorize Smart Local Pty Ltd to charge your credit card or bank account at regular intervals. The frequency of payments (e.g. weekly, monthly) and the amount will be clearly outlined in your agreement. You can cancel or modify your recurring payments at

any time by notifying Smart Local Pty Ltd, subject to the terms and conditions of your service agreement.

6. **Payment Processing** Payments will be processed through:
  - Square for credit card transactions. You acknowledge that Square's terms and privacy policy apply to the processing of credit card payments.
  - GoCardless for direct debit payments. You acknowledge that GoCardless's terms and privacy policy apply to the processing of direct debit payments.
7. **Payment Confirmation** You will receive a confirmation of each payment processed, whether one-off or recurring. If you do not receive a confirmation, you should immediately contact Smart Local Pty Ltd.
8. **Failed Payments** If any payment fails (e.g. due to insufficient funds or expired credit card), Smart Local Pty Ltd may attempt to reprocess the payment. You may incur additional fees for failed payment attempts, and services may be suspended or canceled until payment is successfully processed.
9. **Refunds and Disputes** Refunds for payments made are subject to Smart Local Pty Ltd's refund policy. For any disputes or issues regarding payments, please contact Smart Local Pty Ltd directly.
10. **Cancellation of Authorization** You have the right to cancel your authorization for recurring payments at any time. To cancel, please notify Smart Local Pty Ltd in writing or through the appropriate contact method provided by the company. Cancellations may take up to 14 business days to be processed, and you may be liable for any outstanding payments due before the cancellation is effective.
11. **Security** Smart Local Pty Ltd, Square, and GoCardless are committed to securing your payment information. All payment information is encrypted and handled in accordance with the highest standards of security.
12. **Changes to Terms** Smart Local Pty Ltd reserves the right to modify or update these terms at any time. Changes will be communicated to you, and your continued use of the payment authorization will constitute acceptance of those changes.
13. **Contact Information** For any questions or issues regarding payments or your authorization, please contact Smart Local Pty Ltd at:  
Email: [customercare@smart-local.com.au](mailto:customercare@smart-local.com.au)  
Phone: 1300 305 488
14. **Governing Law** These terms are governed by the laws of Australia and any disputes arising from these terms will be handled in the appropriate jurisdiction in Australia.

Any payment will be reflected on your account within five business days.

You consent to any increased prices or additional charges (in accordance with these Terms) being included in any periodic direct debit authority you give us.

Unless stated otherwise, all amounts or fees in relation to the Products do not include any GST. Where we make a taxable supply to you and the consideration for that supply does not expressly include GST, you must also pay us an amount equal to the GST payable by us. Subject to first receiving a tax invoice from us, you must pay the GST amount when you are liable to provide us with consideration.

If either of us must indemnify or reimburse the other (Payee) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee

(or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under this clause if the payment is consideration for a taxable supply.

## 6. When We Will Notify You of Changes to Products, Terms, and Prices

We continuously develop and update our Products. Therefore, we may change a Product or the terms and price that apply to it. If you have a paid product, we will notify you of these changes.

### Change Notices and Consequences

For Digital Products, as we do not guarantee a specific or consistent position or ranking of your advertisement, we will not notify you of changes to algorithms or search criteria.

Change Notice	Consequences
---------------	--------------

and may include syndicating or otherwise making content available as part of any Product at our discretion, including via third-party services or products.

**Our Intellectual Property** – Smart Local (or our licensors) own all intellectual property rights in and to the Product (other than content you own). This includes any content, data, reports (including Call Tracking reports and advertising performance reports), and other materials produced under these Terms or in connection with any Product. If we provide you with data or reports, you are granted a licence to use them solely for internal business analysis purposes. You must not use, reproduce, or distribute this content without our prior written consent.

## 8. Termination of a Contract or Product

In addition to the minimum periods and cancellation provisions set out in the Key Product Features table on page 4, there are some events that may give rise to termination rights. These are outlined below, along with the consequences of termination for each situation.

Termination Reasons	Consequences
Events Related to Us	
If we cannot perform the Contract due to a force majeure event, if required by law, or if we reasonably believe that providing the Product is or may become unlawful	We may immediately terminate or cancel any or all of your Products or Contracts. You do not have to pay a cancellation fee, and we will refund any prepaid part of the price on a pro-rata basis.

... (Further termination table content continues in line with the original terms.)

## 9. Our Promises and Our Limitation of Liability

We will use due care and skill in providing the Product, but neither we nor our related companies promise or guarantee that your Product will be free from errors or omissions, provided to you by a particular time, or (in the case of an online Product) available

continuously or without interruption. To the maximum extent permitted by law (including the Australian Consumer Law), our liability for a breach of our promises is limited at our option to:

- Resupply of the Product, free of charge; or
- Paying you the cost of having the Product resupplied.

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

Some Products may have specific limitations, so please check the special terms for your Product later in this document.

Apart from your rights under this section (and to the maximum extent permitted by law), we and our related companies will not be liable for any loss, damage, claim, or demand incurred or made by any person arising out of or in connection with a Contract, including from the provision of, or failure to provide, the Product. Nothing in these terms is intended to exclude, restrict, or modify any rights you may have under the Australian Consumer Law.

## **10. Your Guarantees and Promises**

- You lawfully provide the products and/or services advertised in your Product, you provide them from or in the advertised location, and you meet any eligibility criteria that may apply to your Product.
- You must do all the things we reasonably ask you to do to enable us to provide your Product.
- You either own all intellectual property rights in any Content you provide to us and in the Content on Your Digital Assets, or you have obtained consent from the owner of those rights to allow us to collect, use, and sub-license any Content you provide us or any Content from Your Digital Assets.
- Nothing in your Content, in your Products, or your use of those Products contravenes any laws, infringes third-party rights, breaches obligations, is inappropriate or misleading, or adversely affects our reputation.
- Your Content is free of worms, viruses, and other disabling devices.

## **11. Confidentiality and Privacy**

### **Confidentiality**

All information of a confidential nature disclosed to you under a Contract is confidential and must not be disclosed by you (or your employees, officers, advisers, or contractors) to any third party, except where required or permitted by law or as necessary to fulfill obligations under the Contract.

You agree to indemnify us and our related companies against all claims, damages, costs, penalties, and liabilities of any nature (Loss) caused directly or indirectly by your breach or appointment of us as your agent, except to the extent caused by our wrongful act or breach.

### **Privacy**

You consent to the collection, use, and disclosure of Personal Information as outlined in our Privacy Policy. We and our syndication partners may use your content to enable users to search for your address or name using only your business phone number or address. You

can opt-out by contacting us at 1300 305 488. You must comply with the Privacy Act 1988 (Cth) and the Spam Act 2003 (Cth).

## **Methods of Communication**

- By email;
- Through notices on our website at [www.smart-local.com.au](http://www.smart-local.com.au);
- Through your bill or invoice;
- By SMS.

As technology evolves, we may adopt additional methods of communication. We will notify you of these changes before implementing them. Keep your contact details updated and check your email and invoices regularly.

## **12. Call Tracking**

Call Tracking is a service that measures the number of phone calls made to a unique phone number we provide you in place of your usual business number. Tracked Numbers are available for selected Smart Local Products and may be mandatory for certain services. You must not publish a Tracked Number anywhere other than within a Product.

... (Call Tracking details continue as per original terms.)

## **13. Reports**

We and our related companies may use the data and reports generated for you for various purposes, such as tracking your participation in the Call Tracking program. Reports may not contain complete data for the entire reporting period, and third-party data may limit reporting on Third-Party Sites.

## **14. Product Specific Terms**

### **Digital Products**

For any Digital Product, you agree to take all reasonable steps we request to allow us to provide the Product, including providing access to third-party accounts where applicable.

### **Smart Local Websites**

You are responsible for regularly backing up your content; this is not part of the Product features we provide. While Smart Local Websites are excellent products, they are not fully customized to individual specifications. We do not promise that your Smart Local Website will have a unique design or user experience. Displaying or linking to third-party advertising within your Smart Local Website is prohibited. We may suspend your Smart Local Website until it complies with our terms and charges will continue during any suspension.

You authorize us to register, redirect, or transfer a domain or subdomain related to your website. You must provide access for any domain names you own. If you do not supply all required content within a reasonable timeframe, we may proceed at our discretion and publish on a subdomain, after which billing will commence. For certain products, we may auto-publish and start billing if approval is not provided within the specified time.

Administrative fees may apply for domain transfer upon cancellation.

## **Search Engine Optimisation (SEO)**

Many factors influence SEO rankings, and we do not guarantee your website's search result position or ranking. You must ensure your website meets specified operational criteria. We cannot guarantee access to your CMS or ability to update website content.

## **Digital Advertising (Smart Local Search Ads, Social Ads & Digital Display Ads)**

You'll be charged for Activities as set out in your Order. We make no guarantees as to the position, CPC, conversions, activity rates, or full monthly spend. Unused Campaign Spend may roll over. We or licensors own rights in ads and related materials.

## **Social (Social Media Profile Management)**

We only manage during standard business hours. Notify us immediately if your account security is compromised.

## **GMB Products (Smart Local GMB, Connect Listings, and Reviews)**

We may cancel on 30 days' notice if a supplier cannot continue the service, with pro-rata refunds of prepaid fees.

## **Performance Max Products (Smart Local Performance Max, Listings, and Reviews)**

Content syndication depends on Publishers and the internet; service is not guaranteed uninterrupted. Publishers may reject or modify content per their policies. You grant required licenses for content use and syndication. You are responsible for content compliance with Publisher policies. Features may change over time.

## **Other Important Terms**

Only Smart Local may assign or novate our rights and obligations under a Contract without your consent. Each Contract is governed by the laws of Queensland, Australia, and constitutes the entire agreement between you and us. If any terms are invalid, the remaining terms remain in force.

## **Definitions**

- Australian Consumer Law means Schedule 2 to the Australian Competition and Consumer Law Act 2010 (Cth).
- Campaign Spend means the proportion of the Price that we will use to purchase Paid Ads.
- Contract means the terms and conditions (including these Smart Local Australia Customer Terms and the terms included on your Order) on which we supply any Product to you.
- Digital Product means any Product except for a Printed Product (and any other Product we may tell you in writing is not a Digital Product).
- Keyword means a word that, when present on a website or entered on a website by a person, causes a Paid Ad to be displayed.
- Marginal Price Change means an increase no greater than CPI plus 4% in a 12-month period.

- Non-Marginal Price Change means a price change that is not a Marginal Price Change.
- Paid Ads means any paid ads offered on Third Party Sites and/or on sites or applications owned and operated by us.
- Personal Information has the meaning given in the Privacy Act.
- Printed Product means a paid Product published in any print format directory we offer, including the Yellow Pages and White Pages directories.
- Privacy Act means the Privacy Act 1988 (Cth).

---

## Smart Local - Proprietary Methodology, Content & IP Terms

---

### 1. Proprietary Systems & Methodologies

Smart Local provides digital marketing, SEO, and local visibility services using internally developed and proprietary systems, methodologies, workflows, frameworks, and optimisation processes, including Smart Local's **Local Coverage Expansion System™ (LCES™)**.

These proprietary systems include, but are not limited to, content frameworks, service-area expansion methodologies, internal linking structures, citation strategies, optimisation sequencing, reporting logic, and performance measurement frameworks developed by Smart Local.

All such systems, methodologies, frameworks, and processes remain the exclusive intellectual property of Smart Local at all times.

---

### 2. Website Ownership vs Methodology Ownership

Clients retain ownership of their website, domain name, and business assets.

Nothing in Smart Local's services transfers ownership of Smart Local's proprietary systems, methodologies, frameworks, or strategic processes to the client, even where content or pages created by Smart Local are published on the client's website.

Placement of Smart Local-created content on a client website does not constitute a transfer of ownership of the underlying systems, formulas, templates, or methodologies used to create that content.

---

### 3. Licence to Use Content

Content, pages, and materials created by Smart Local as part of service delivery are provided under a **limited, non-exclusive, non-transferable licence** for use during the period of engagement with Smart Local.

This licence permits use of the content only as deployed by Smart Local and only while the client remains engaged under an active agreement, unless otherwise agreed in writing.

The licence does not permit replication, extraction, adaptation, reuse, or redeployment of Smart Local content frameworks, formulas, templates, or methodologies outside the engagement.

---

### 4. Restriction on Replication, Extraction & Third-Party Use

Clients may not copy, extract, replicate, adapt, reverse-engineer, or reuse Smart Local's proprietary methodologies, content structures, page frameworks, optimisation strategies, reporting logic, or systems, whether for internal use or through any third party.

Clients may not provide Smart Local deliverables, reports, or materials to another service provider for the purpose of replicating, continuing, or reverse-engineering Smart Local's proprietary systems or methodologies.

---

### 5. Use of Deliverables

Deliverables provided by Smart Local are supplied for the client's internal business use only. Deliverables must not be used to train staff, contractors, or third-party providers in the replication or continuation of Smart Local's proprietary systems or methodologies.

---

### 6. Termination & Content Use

Upon termination or expiry of services, content created by Smart Local as part of its proprietary methodologies is no longer licensed for use unless otherwise agreed in writing. Clients may be required to remove, unpublish, or deactivate Smart Local-created content in accordance with the terms of their service agreement.

Unauthorised retention or reuse of Smart Local proprietary content, systems, or methodologies following termination is prohibited.

---

#### **7. Intellectual Property Enforcement**

Smart Local reserves all rights in relation to its proprietary systems, methodologies, frameworks, and content structures.

Unauthorised use, replication, or extraction of Smart Local intellectual property may result in enforcement action in accordance with applicable law.

---

#### **8. Governing Law**

These Terms & Conditions are governed by the laws of Queensland, Australia.