



TERMS OF SERVICE AGREEMENT

USENEARBY LTD - GOOGLE LOCATION LISTINGS MANAGEMENT SERVICE

Last Updated: 09/03/2026

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY. BY CLICKING "I AGREE" OR BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. DEFINITIONS

In this Agreement, unless the context requires otherwise:

1.1 "Agreement" means these Terms of Service, including any schedules, annexes, and amendments.

1.2 "Authorised Users" means the individuals who are authorised by the Customer to access and use the Services.

1.3 "Company", "we", "us", or "our" means USENEARBY LTD, a company registered in England & Wales with company number 12495984 and registered office at 8th Floor Becket House, 36 Old Jewry, London, EC2R 8DD, United Kingdom.

1.4 "Customer", "you", or "your" means the individual or entity that has registered to use the Services.

1.5 "Customer Data" means any data, information, or material provided or submitted by the Customer to the Service in the course of using the Service.

1.6 "Effective Date" means the date on which you click "I Agree" or the date you first access or use the Services, whichever is earlier.

1.7 "Fees" means the subscription fees and any other charges payable by the Customer to the Company for access to the Services.

1.8 "Google" means Google LLC and its affiliated companies.

1.9 "Google Listings" means business listings on Google platforms including but not limited to Google Business Profile, Google Maps, and Google Search.

1.10 "Intellectual Property Rights" means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights.

1.11 "Services" means the Google location listings management services provided by the Company via the Website or any other designated URL.

1.12 "Subscription Period" means the period for which the Customer has paid to subscribe to the Services.

1.13 "Website" means <https://usenearby.com> or any other website through which the Company makes the Services available.

2. SERVICES AND SUBSCRIPTION

2.1 Subject to the Customer's compliance with this Agreement and payment of applicable Fees, the Company grants the Customer a non-exclusive, non-transferable right to access and use the Services during the Subscription Period.

2.2 The Services enable the Customer to manage their Google Listings, including but not limited to:

- (a) Creating, editing, and optimising Google Business Profiles;
- (b) Managing location information across multiple Google Listings;
- (c) Monitoring and responding to customer reviews;
- (d) Accessing analytics and reporting on listing performance;
- (e) Managing photos and other media associated with listings; and
- (f) Any additional features as described on the Website.

2.3 The Company reserves the right to modify, enhance, or discontinue any aspect of the Services at any time. The Company will use reasonable efforts to provide advance notice of any material changes.

3. CUSTOMER OBLIGATIONS

3.1 The Customer shall:

- (a) Provide accurate, complete, and lawful information when creating and managing Google Listings;
- (b) Ensure they have the legal right to manage the Google Listings added to the Services;
- (c) Comply with Google's terms of service, policies, and guidelines relating to business listings;
- (d) Keep account credentials secure and confidential;
- (e) Notify the Company immediately of any unauthorised use of their account;
- (f) Use the Services only for their intended purpose and in accordance with this Agreement;
- (g) Ensure that Authorised Users comply with the terms of this Agreement; and
- (h) Be solely responsible for obtaining and maintaining any equipment and ancillary services needed to connect to or access the Services.

3.2 The Customer shall not:

- (a) License, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit the Services;
- (b) Modify, make derivative works based upon, or copy the Services;
- (c) Reverse engineer or access the Services to build a competitive product or service;
- (d) Use the Services to store or transmit infringing, libelous, unlawful, or tortious material;
- (e) Use the Services to store or transmit viruses, worms, time bombs, Trojan horses, or other harmful code;
- (f) Interfere with or disrupt the integrity or performance of the Services;
- (g) Attempt to gain unauthorized access to the Services or their related systems or networks; or
- (h) Use the Services in violation of applicable laws or regulations.

4. FEES AND PAYMENT

4.1 The Customer shall pay all Fees as specified on the Website or as otherwise agreed in writing.

4.2 Unless otherwise stated, all Fees are quoted in local currency and are exclusive of value added tax (VAT) or other applicable taxes, which will be added to invoices at the appropriate rate.

4.3 The Company reserves the right to change the Fees upon thirty (30) days' notice to the Customer. If the Customer continues to use the Services after such notice period, they will be deemed to have accepted the new Fees.

4.4 Fees are payable in advance and are non-refundable except as expressly provided in this Agreement.

4.5 If payment is not received by the due date, the Company reserves the right to suspend access to the Services until payment is received.

4.6 The Customer is responsible for providing complete and accurate billing and contact information and notifying the Company of any changes to such information.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Company and its licensors own all Intellectual Property Rights in the Services. This Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.

5.2 The Customer owns all Intellectual Property Rights in the Customer Data. The Customer grants the Company a worldwide, non-exclusive, royalty-free licence to use, copy, transmit, store, and back-up the Customer Data for the purposes of enabling the Customer to use the Services and for any other purpose related to provision of the Services.

5.3 The Customer warrants that they have all necessary rights to grant the licences in clause 5.2.

5.4 The Company is authorised to mention its collaboration with the Customer on any communication medium, in interviews or on the list of its commercial references.

6. DATA PROTECTION AND PRIVACY

6.1 Each party shall comply with its respective obligations under applicable data protection laws.

6.2 The Company shall process personal data in accordance with its Privacy Policy, which is available at <https://app.usenearby.com/signup> and is incorporated into this Agreement by reference.

6.3 To the extent the Company processes personal data on behalf of the Customer:

- (a) The Customer confirms it is the data controller and the Company is the data processor;
- (b) The Customer shall ensure it has all necessary consents and notices in place to enable lawful transfer of personal data to the Company;
- (c) The Company shall process personal data only on the documented instructions of the Customer;
- (d) The Company shall implement appropriate technical and organisational measures to protect personal data;
- (e) The Company shall assist the Customer in responding to requests from data subjects; and
- (f) Upon termination of this Agreement, the Company shall delete or return all personal data as requested by the Customer.

7. CONFIDENTIALITY

7.1 Each party may be given access to confidential information from the other party to perform its obligations under this Agreement. A party's confidential information shall not include information that:

- (a) Is or becomes publicly known through no act or omission of the receiving party;
- (b) Was in the receiving party's lawful possession prior to the disclosure;
- (c) Is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) Is independently developed by the receiving party without access to or use of the other party's confidential information.

7.2 Each party shall hold the other's confidential information in confidence and not make it available to any third party or use it for any purpose other than as necessary to perform its obligations under this Agreement.

8. WARRANTIES AND DISCLAIMERS

8.1 The Company warrants that:

- (a) It has the right to enter into this Agreement and to provide the Services;
- (b) The Services will perform materially in accordance with the documentation provided; and
- (c) It will provide the Services with reasonable skill

and care.

8.2 If the Services do not conform to the warranty in clause 8.1(b), the Company will, at its expense, use reasonable commercial efforts to correct any such non-conformance. This constitutes the Customer's sole and exclusive remedy for any breach of the warranty in clause 8.1(b).

8.3 Except as expressly stated in this Agreement, all warranties, conditions, and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

8.4 Without limiting clause 8.3, the Company does not warrant that:

- (a) The Customer's use of the Services will be uninterrupted or error-free;
- (b) The Services will meet the Customer's requirements;
- (c) The Services will be compatible with any third-party software or systems; or
- (d) Any results obtained from using the Services will be accurate, complete, or reliable.

8.5 The Company is not responsible for any delays, delivery failures, or other damage resulting from limitations, delays, or problems inherent in the use of the internet and electronic communications.

8.6 The Customer acknowledges that the Services are dependent on Google's platforms, APIs, and policies, which may change from time to time. The Company does not guarantee that the Services will continue to function with Google's platforms if Google makes changes that affect the Services.

9. LIMITATION OF LIABILITY

9.1 Nothing in this Agreement excludes or limits either party's liability for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any other liability which cannot lawfully be excluded or limited.

9.2 Subject to clause 9.1, neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

- (a) Loss of profit;
- (b) Loss of business or business opportunity;
- (c) Loss of revenue;
- (d) Loss of anticipated savings;
- (e) Loss or corruption of data;
- (f) Loss of goodwill; or
- (g) Any indirect or consequential loss, arising under or in connection with this Agreement.

9.3 Subject to clauses 9.1 and 9.2, the Company's total aggregate liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the total Fees paid by the Customer in the 12-month period immediately preceding the event giving rise

to the claim.

10. TERM AND TERMINATION

10.1 This Agreement commences on the Effective Date and continues until terminated in accordance with its terms.

10.2 Either party may terminate this Agreement:

- (a) On thirty (30) days' written notice to the other party; or
- (b) Immediately if the other party commits a material breach of this Agreement which is not remedied (if capable of remedy) within fourteen (14) days of written notice of the breach.

10.3 The Company may terminate this Agreement immediately if:

- (a) The Customer fails to pay any Fees when due;
- (b) The Customer becomes insolvent, enters into liquidation, has a receiver appointed, or enters into any arrangement with its creditors; or
- (c) The Customer's use of the Services poses a security risk or may adversely impact the Services or other customers.

10.4 Upon termination:

- (a) All licences granted under this Agreement shall immediately terminate;
- (b) The Customer shall cease all use of the Services;
- (c) The Customer shall pay any outstanding Fees; and
- (d) Each party shall return or destroy all confidential information of the other party in its possession.

10.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

11. FORCE MAJEURE

11.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, epidemic, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction.

12. GENERAL

12.1 Assignment. The Customer shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign, transfer, charge, sub-contract or deal in any

other manner with all or any of its rights or obligations under this Agreement without the Customer's consent.

12.2 Notices. Any notice required to be given under this Agreement shall be in writing and shall be delivered by email to the email address provided by each party.

12.3 Waiver. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12.4 Severance. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

12.5 No partnership or agency. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the

other party.

12.6 Third party rights. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

12.7 Variation. The Company reserves the right to update and change this Agreement from time to time. The Company will provide notice of material changes to this Agreement by posting the updated terms on the Website. If the Customer continues to use the Services after such notice, they will be deemed to have accepted the updated Agreement.

12.8 Entire agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings, and arrangements between them, whether written or oral, relating to its subject matter.

12.9 Governing law and jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

BY CLICKING "I AGREE" OR BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.