SUPERGUARANTEE® PROGRAM
Terms and Conditions
July 26, 2011

Limited SuperGuarantee. Subject to these Terms and Conditions, the SuperGuarantee® Program ("Program") offers eligible SuperGuarantee Program Members (as defined below) who meet all the criteria described in these terms and conditions our services to attempt to resolve a dispute with a SuperGuarantee Service Provider (as defined below) with whom the Member has a written contractual relationship and who does not provide the service contracted for in the manner described in the written contract, or at least in a commercially reasonable manner, and, if resolution cannot be reached, the ability to obtain up to a $500 payment from us. The Program is void where prohibited or restricted by law.

Disclaimer of Warranties. Except as specifically described in these Terms and Conditions, we make no representations or warranties to you relating to (i) the services provided to you by a SuperGuarantee Service Provider or any service provider you may engage to correct any problem with the services of the SuperGuarantee Service Provider; (ii) the training or skills of SuperGuarantee Service Providers; (iii) whether a SuperGuarantee Service Provider has all necessary licenses or permits; (iv) the quality of the job that a SuperGuarantee Service Provider may perform; (v) whether the services will comply with applicable laws or regulations; (vi) the eligibility criteria for SuperGuarantee Service Providers or Members, procedures relating to the Program, or information obtained or presented in connection with the Program or otherwise described in these Terms and Conditions. Without limiting the generality of the foregoing, we disclaim to the maximum extent permitted by law any and all warranties, express or implied, including, without limitation, any (i) warranties of merchantability or fitness for a particular purpose; (ii) warranties relating to delays, interruptions, errors, or omissions in the Program or applicable website; (iii) warranties relating to the accuracy or correctness of data on the applicable website and Program materials; and (iv) other warranties relating to performance, nonperformance, or other acts or omissions of us, our officers, directors, employees, affiliates, agents, licensors, or suppliers.

Definitions. "You" or "SuperGuarantee Program Member" or "Member" means the individual or business entity who has registered for the Program as a consumer of eligible services. "We," "us" and "our" means SuperMedia LLC. "SuperGuarantee Service Provider" means a service provider we have designated as a participant in the Program.

Bound to Terms and Conditions by Use of Program. These terms and conditions govern the Program. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE PROGRAM. BY SUBMITTING A SERVICE REGISTRATION (as described below) AND BY CLICKING ON THE "I AGREE" BUTTON WHEN PROMPTED, OR BY SIGNING BELOW IF YOU HAVE RECEIVED THESE TERMS AND CONDITIONS FROM US BY MAIL OR FACSIMILE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Changes to the Program or these Terms and Conditions. We may change these Terms and Conditions or the Program at any time. We will notify you of changes to these Terms and Conditions or the Program by posting the revised Terms and Conditions on this website. You should check the date of the Terms and Conditions appearing at the beginning of the Terms and Conditions and review any changes since the last version. Revised Terms and Conditions will be effective when posted. However, the Terms and Conditions in effect on the date of your Service Registration will apply to any claims you make relating to that Service Registration.

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SuperGuarantee® Service Providers. You may search for SuperGuarantee Service Providers on www.superguarantee.com. We may add or delete SuperGuarantee Service Providers as participants in the Program at any time in our sole discretion. However, if a SuperGuarantee Service Provider is included as a participant in the Program at the time you complete a Service Registration (described below), that SuperGuarantee Service Provider will be deemed to be a participant for any claim you may file with respect to that Service Registration.

No Pre-Screening or Endorsement of SuperGuarantee® Service Providers. We have not checked, prescreened or otherwise selected, and we do not endorse or recommend the services of, any SuperGuarantee Service Provider. It is entirely your choice as to which, if any, SuperGuarantee Service Provider you choose to hire to perform services. You are responsible to enter into a written contract directly with the SuperGuarantee Service Provider with respect to the services to be performed and the price for such services. Your rights with respect to the services provided by the SuperGuarantee Service Provider will be governed by your written contract and any other applicable laws and regulations. SuperGuarantee Service Providers are not our employees or agents, and we are not an agent of any SuperGuarantee Service Provider.

Participation Requirements. To participate in the Program, you must meet all of the following requirements:

(1) Become a Member. You must become a Member (or already be a Member) by creating a user ID and password on this website. To create a user ID and password, visit https://superguarantee.com/register/new_registration and provide the requested information. If you do not have access to a computer or need assistance, you can also create a user ID and password by calling us at 800-866-9500.

(2) Your Age and Relationships. You must be at least 18 years of age at the time of Service Registration (as defined below) and neither you, any member of your immediate family, nor any member of your household may be affiliated with the SuperGuarantee® Service Provider who has provided you with services.

(3) Use a SuperGuarantee® Service Provider. You must use a SuperGuarantee Service Provider who is a participant in the Program at the time of your Service Registration.

(4) Subcontracted Services Excluded. You are not eligible to participate in this Program for services provided by a subcontractor who will perform some or all of the obligations of a contract to which you are a party.

(5) Written Contract. You must enter into a written contract with a SuperGuarantee Service Provider prior to receiving services from the SuperGuarantee Service Provider. The contract must be signed by both parties, describe the services to be performed, and include a price for those services that separately lists the price for labor. If the SuperGuarantee Service Provider does not typically use written contracts, you must obtain an invoice prior to receiving services from the SuperGuarantee Service Provider and this invoice must describe the services performed and separately list the price for labor.

(6) Service Registration. You must complete a Service Registration on http://www.superguarantee.com before the service begins or is scheduled to begin, whichever is earlier, and provide accurate and complete information on the Service Registration form ("Service Registration"). If you do not have access to a computer or need assistance in registering, you may call us on 800-866-9500 to complete a Service Registration. The date of your Service Registration is the date you complete and submit the Service Registration on www.superguarantee.com or by the telephone process as provided in the preceding sentence. We will consider, in our sole discretion and on a case-by-case basis, if we will accept delayed Service Registrations for services that were provided on an emergency basis. We will only consider delayed Services Registrations if they are submitted to us within 24 hours of the start date of the emergency services.

(7) Agree to Terms and Conditions. You must agree to be bound by these Terms and Conditions by clicking on the "I Agree" button when prompted or, if using the telephone process described in paragraph (6) above, by signing below and returning the signed Terms

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and Conditions to us by faxing to 866-212-3879 or mailing to SuperGuarantee, P.O. Box 167568, Irving, TX 75016. Signed Terms and Conditions must be faxed or postmarked within 14 days of the date you complete a Service Registration.

(8) Claims. If you choose to submit a claim, you must submit the claim in accordance with the process described in these Terms and Conditions within 30 days of the estimated completion date of the covered services, but in no event more than 90 days after the date of your Service Registration. The estimated completion date is the date you indicated as the estimated completion date on your Service Registration.

(9) Notices. We will provide all notices to you relating to the Program by sending such notice to the email address you provided when you registered as a user on this website or to the mailing address provided when you registered as a Member via telephone.

The Program does not apply to:

(i) any materials or parts, whether provided by you or the SuperGuarantee® Service Provider listed in your Service Registration;
(ii) services altered by you or any other party except the SuperGuarantee Service Provider listed in your Service Registration;
(iii) free services or repair of previously provided services (unless your Service Registration for such repair is made after resolution or determination of invalidity of your claim for the original services and you have completed a Service Registration for such repair by a SuperGuarantee Service Provider who is not the same SuperGuarantee Service Provider who provided the original services);
(iv) services beyond the scope or description of the services described in your Service Registration or in the signed contract between you and the SuperGuarantee Service Provider;
(v) any services provided by a provider who is not a participant in the Program at the time you complete a Service Registration;
(vi) services provided outside the United States or by a SuperGuarantee Service Provider whose place of business is outside the United States;
(vii) damages caused by a service provider in the course of providing services;
(viii) services that a SuperGuarantee Service Provider has subcontracted to a third party;
(ix) claims we determine in our sole discretion to be fraudulent, de minimus, or otherwise without commercial merit;
(x) services covered in whole or in part by a claim separately submitted under the Program; or
(xi) any claims arising from acts of God or events outside of our reasonable control.

Filing and Processing a Claim

You must attempt to resolve your complaint before filing a claim. If you choose to file a claim under the Program, you are agreeing that we may share your claim and all the information you provide us with the SuperGuarantee® Service Provider. You also are agreeing to the following claim filing and processing procedure:

a. Filing a Claim. To file a claim, you must go to the My Account page on this website, click on the applicable Service Registration, click on “File a Claim,” and complete and submit the form provided. We may, in our sole discretion, require you instead to complete a printed form and mail it to us at the address provided on the form or, if you do not have access to a computer or need assistance, accept your claim via telephone. The form requires you to provide information relating to your claim, including without limitation, your name, address, telephone number(s) from which you called the SuperGuarantee® Service Provider, the name, address and telephone number of the SuperGuarantee Service Provider, the date(s) the services were provided, a complete description of the services and the problem, and a description of your attempt to resolve your claim (including the dates of your communications and the name(s) of the SuperGuarantee

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Service Provider employee with whom you spoke). You also must send us detailed documentation, including a copy of the original signed contract with the SuperGuarantee Service Provider (and copies of signed change orders, if any) or the invoice if a signed contract is not required and evidence of your payment of the full contract amount (such as a copy of a cancelled check). You must send this evidence (and any other documentation we may reasonably request) to us by uploading the information or by sending the information to us by faxing to 866-212-3879 or mailing to SuperGuarantee, P.O. Box 167568, Irving, TX 75016. This documentation must be received by us no later than fourteen (14) days from the date you submit your claim online or by telephone (as described above) or the date we receive your claim if submitted via mail or other physical delivery service. You represent and warrant that all information included on your claim form or otherwise provided to us and all documentation you submit relating to your claim will be complete and accurate. We will determine if the evidence you provide is sufficient in our sole discretion, and if so, will process your claim in accordance with these Terms and Conditions. We reserve the right to request additional information relating to your claim at any time, and your rights under the Program will be subject to your providing us with all requested information.

b. Time for Filing. Your must submit your claim within 30 days of the estimated completion date of the services, but in no event more than 90 days after the date of your Service Registration. The estimated completion date is the date you indicated as the estimated completion date on your Service Registration.

c. Attempt to Resolve. Upon receipt of your claim and documentation, we will evaluate your claim and may contact the SuperGuarantee® Service Provider to determine if your claim is valid and, if we so determine, will attempt to help you and the SuperGuarantee Service Provider reach a mutually acceptable resolution to your claim. You agree that we may disclose to the SuperGuarantee Service Provider the information you provide relating to your claim and the services provided to you. We are not responsible or liable to either you or the SuperGuarantee Service Provider if a mutually acceptable resolution is not reached.

d. Resolution Not Reached. If we determine that a mutually agreed upon resolution cannot be reached, we may, in our sole discretion, (i) ask that you obtain and provide to us two written estimates of the labor costs to correct the problem described in your claim and/or (ii) elect to have an independent service provider inspect the service or project. You agree that you will cooperate with any such inspection, including providing access to the service site, meeting with the reviewing third party, and providing complete and accurate information to third party about the service and your attempts to resolve the claim.

e. Limited SuperGuarantee. If we determine in our sole discretion that you and an SuperGuarantee® Service Provider have irreconcilable differences, that you have complied with all of requirements of paragraphs a, b, c and d above and all other provisions of these terms and conditions, and that the SuperGuarantee Service Provider has not provided you with any compensation or services to settle your claim, we will pay you an amount not to exceed the lesser of (i) the lowest estimate from two other service providers of the labor costs to correct the problem and (ii) the amount charged under the original SuperGuarantee Service Provider contract for the applicable services/labor, provided that the maximum amount we will pay you for a claim is $500.00. We may, pursuant to promotions, increase the maximum amount we will pay for a claim. The amount and duration of the increased claim cap shall be subject to the marketing collateral distributed in connection with such promotion. We reserve the right to substitute, in our sole discretion, an estimate for repair services for the estimates for such services you have provided. We will make payments by mailing you a check at your address provided in your Service Registration.

f. Time to Process Claim. You acknowledge that it may take up to six weeks from the time you submit your claim and all required documentation to complete resolution or payment of your claim. However, we will have no liability for any failure to resolve or make payment for your claim

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within this projected time period. In addition, if you fix or repair (or hire another service provider to fix or repair) any problem that resulted in the filing of your original claim with us prior to us processing and resolving your claim, your claim will be automatically disqualified and you will be ineligible to receive any payment from us for that claim.

g. Invalid Claim. We reserve the right to determine in our sole discretion that your claim is not valid. If we make such a determination, we will notify you by sending an email to your registered email address and any rights you may have under the Program and these Terms and Conditions will terminate.

How to Contact Us. If you have any questions about the Program or these Terms and Conditions, you may call us at 800-866-9500 or write to us at SuperGuarantee, P.O. Box 167568, Irving, TX 75016.

Termination of Program. We may terminate the Program at any time for any reason in our sole discretion. Notice of suspension or termination of the Program will be posted on this website. Any such suspension or termination will not affect pending claims.

Limitation of Liability and Release; Class Action Waiver. You agree that neither we nor any of our affiliates, directors, officers, agents, or employees shall have any liability for the acts or omissions of, or the services performed or not performed by (1) any SuperGuarantee® Service Provider except as expressly set forth in section e above entitled "Limited SuperGuarantee," which liability in no event shall exceed $500 per claim; or (2) any independent service provider that we elect to have inspect the service or project as contemplated by the section above entitled "Resolution Not Reached." You agree that our resolution of a claim or payment to you under the Program is not evidence of any wrongdoing by any SuperGuarantee Service Provider.

You further agree that we and our affiliates, directors, officers, agents, and employees are hereby released and discharged, to the maximum extent permitted by applicable law, from any and all liability and claims for our or their own acts or omissions in connection with the Program, other than for breach of these Terms and Conditions. This release extends to all other liability and claims, whether past, present, future, known, unknown, disclosed, undisclosed, suspected or unsuspected. This release includes, but is not limited to, liability and claims (1) based on active or passive negligence; (2) arising from or relating to any attempt to resolve any claim with any SuperGuarantee Service Provider; (3) arising from or relating to any determination regarding the validity or invalidity of any claim you may submit, and any written or oral statement to any person or entity relating to any such determination; (4) any reporting of any matter to the Internal Revenue Service; (5) any contact or attempted contact by us regarding the Program, your Service Registration, any claim you may submit, or any other matter, whether by live telephone, recorded message, United States mail or other mail, facsimile, or e-mail; or (6) any other matter that is in any way related, directly or indirectly, to the Program.

You further agree that to the extent the foregoing release of liability and claims is deemed by a court of competent jurisdiction to be unenforceable in whole or in part, or to the extent you assert a claim for breach of these Terms and Conditions, then to the maximum extent permitted by applicable law, any monetary liability on our part (or on the part of our affiliates, directors, officers, agents, or employees) shall be limited to your actual out-of-pocket expenses, excluding attorneys' fees. Specifically, and without limitation, you agree that, to the maximum extent permitted by applicable law, neither we nor our affiliates, directors, officers, agents, or employees shall have any liability for any other type of damages, however denominated, including but not limited to special damages, incidental damages, consequential damages, lost-profit damages, punitive damages, exemplary damages, or treble or otherwise multiplied damages, regardless of

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whether such other type of damages otherwise would be recoverable pursuant to statute, regulation, common law, or other legal or equitable principle.

You further agree that, to the maximum extent permitted by applicable law, any claims you assert shall be asserted on an individual basis only, and not by way of a class action.

You acknowledge that you can elect not to be bound by the foregoing releases of claims and liability, by the foregoing limitations on monetary liability, and/or by the foregoing waiver of the right to proceed by way of a class action, by entering into a separate written agreement with us that so provides, and by paying a fee to us, prior to the time of your Service Registration. For further information, please contact us at 800-866-9500.

IRS Reporting. If our payments to you total $600 or more in a calendar year, we may require you to provide us with your Social Security number of Federal tax identification number and complete a W9 form for IRS reporting purposes before we process any such payments, and we may report such payments as income to you on IRS form 1099. You should consult a tax adviser concerning the taxability of these payments. You are responsible for any taxes that may be imposed as a result of your participation in the Program.

Use of the SuperGuarantee.com Website. Your use of the superguarantee.com website ("Website") is governed by the Website Use Agreement, which can be accessed using the following internet address: http://superguarantee.com/aboutus/copyright

Privacy and Information Provided to Us. Your privacy rights and the information provided to us through the Website will be governed by our Privacy Policy, which can be accessed using the following internet address: http://superguarantee.com/aboutus/privacy.

Contact by Us. You agree that we may contact you regarding the Program, your Service Registration, or any claim you submit, whether by live telephone, recorded message, U.S. mail or other mail, facsimile or e-mail. You agree that telephone conversations between you and us or our agents may be monitored and/or recorded. In order to receive e-mails from us you must have access to a personal computer with at least a 128 bit javascript enabled browser, Internet access and a valid electronic mail account supported by software that enables you to receive electronic communications. In order to store electronic communications from us you will need a printer connected to your computer to enable you to print such communications for storage in your off-line files or a hard drive or disk drive to download the electronic confirmation communication for storage on your computer.

Governing Law. You agree that the Program and these Terms and Conditions will be governed by and construed in accordance with, and all matters relating to or arising under the Program or these Terms and Conditions will be governed by, Texas law excluding its conflicts of law rules.

Arbitration. The parties agree that all disputes relating to the Program and these Terms and Conditions shall be resolved by binding arbitration before a single independent arbitrator chosen by the parties pursuant to the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") and conducted under those Rules. Any arbitration award shall be final and binding on the parties and shall not be subject to appeal. Judgment on the award may be entered by any court having jurisdiction. The parties specifically consent to and accept the jurisdiction of the courts of the State of Texas and the United States District Court for the Northern District of Texas for the purposes of such enforcement. As an exception to this arbitration provision, we and you retain the right to pursue in small claims court in the State of Texas any claim that is within such court's jurisdiction. You must send us notice of any claim you file with the AAA or with the small claims court to: Vice President – Associate General Counsel, Head of Litigation, SuperMedia LLC, 2200 W. Airfield Drive, P.O. Box 619810, D/FW Airport, Texas 75261.

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Miscellaneous. These Terms and Conditions are binding on and for the benefit of you and your successors. We may assign these Terms and Conditions, but you may not assign any of your rights or delegate any of your duties under these Terms and Conditions or under the Program without our prior written consent. Except as otherwise set forth in these Terms and Conditions, neither you nor we will lose any of our rights under these Terms and Conditions, even if you or we do not enforce a right or delay in enforcing a right. Neither party will be liable for any damages arising from acts of God or events outside of that party's reasonable control. If any provision of these Terms and Conditions is found to be unenforceable, the rest of these Terms and Conditions will remain in full force and effect.

Entire Agreement. These Terms and Conditions constitute the entire agreement between you and us and supersede all prior agreements and representations, whether express or implied, written or oral, with respect to the Program. Neither you nor any of our employees or agents is authorized to change or add to these Terms and Conditions or any other documents relating to the Program or these Terms and Conditions in any way, and any purported change or addition, whether oral or written, is void.

In New York State, SuperGuarantee coverage is provided by Ironshore Indemnity, New York, New York.

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