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Digital Ads or Services Terms and Conditions

Rev. April 2014

If you have ordered any Digital Ads and/or Services, you agree to the following additional terms and conditions and to any terms and conditions on this website that apply to the specific Digital Ads and Services you have ordered. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Marketing Services Agreement.

1. Additional Charges. The rates for Digital Ads and Services do not include any technical or consulting services or changes to your Ads and Services, except as otherwise provided. You agree to pay for any such services that you request at our standard rates.

2. Advertiser Content. "Advertiser Content" includes any changes to Advertiser Content that you or any person(s) using your password ("Password Users") or other agents provide us. If you do not provide us with Advertiser Content or other requested information for a website you order before by the deadline we set, we may choose to publish a quick start website until we receive the requested information, and this website will be considered a Digital Ad under this Marketing Services Agreement.

3. Multi-Media Distribution. You grant us and our affiliates the absolute, non-exclusive, irrevocable, royalty-free, worldwide, unrestricted license to grant third parties (through multiple tiers) a sublicense to exercise all or any portion of the rights granted us in the Marketing Services Agreement ("Licensed Rights") and to grant third parties the right and authority to grant other third parties a sublicense to the Licensed Rights (which may be further sublicensed by and through multiple tiers of sublicensees). The license granted in the preceding sentence will be in effect during the term of the Marketing Services Agreement and for as long as any materials containing Advertiser Content remain in circulation, and will be perpetual as to any business name, address, phone number and other basic listing information included in any Advertiser Content.

4. Appearance. The size, color, font, highlighting and arrangement of enhanced listing items in Digital Ads may be different from that appearing in any sales collateral or copy sheet and from web page to web page, and the associated listing's enhancements may be omitted as a result of a distribution affiliate's or user's browser settings or hardware, software or system limitations or the manner in which the listing is transferred to any third party prior to its display to the user.

5. Change in Specifications. We may change the specifications of your Digital Ads or Services at any time upon written notice. If the change is material to your Digital Ads or Services, you may cancel such Digital Ads or Services, as the case may be, by giving us written notice as specified in Section 2 of the Marketing Services Agreement within thirty (30) days following the date of our notice.

6. Our Rights. You agree that: (i) we may truncate, edit, refuse, reject or exclude from any use in connection with your Digital Ads and Services any content we obtain or links we establish under the licenses you grant us in the Marketing Services Agreement; (ii) we may modify, expand, or utilize data within, augment content from, or add links to your Digital Ads, website, business profile, or other materials you provide to develop searchable and user value-add data that may appear in response to searches by end users; (iii) we and our contractors may use search algorithms and other methods to map end user search terms to categories and keywords that you select; and (iv) the search terms in response to which your Digital Ads may appear on the Digital Platform may differ from the specific categories and keywords that you selected.

7. Links. If your Digital Ads contain links, you: (a) grant us and our sublicensees a royalty-free unrestricted right and license to establish those links and to cause the link(s) to open new browser window(s) and publish the website(s) designated by the link(s) within such window within your Digital Ads; (b) represent and warrant that (i) you have the right and authority to grant the foregoing right and license and that the foregoing does not infringe on any copyright or any other right of any other person, and (ii) all copy and content of all websites to which your Digital Ads link complies with all applicable laws and regulations; and (c) grant us a royalty-free, worldwide right and license, solely for the purposes described in this Marketing Services Agreement, (i) to access, index, cache, and display the websites to which your Digital Ads link, including by any automated means such as web spiders or crawlers, (ii) to create and display copies of any text, graphics,

images, audio, video, and all other material included on such websites, (iii) to create and display thumbnail and full-scale copies of any images or video included on such websites, and (iv) if you select call tracking services, to duplicate such websites, modify them to include a unique telephone number, and link your Digital Ads to the modified websites.

8. Additional Disclaimers. We do not warrant that our Digital Platform, any ancillary service, or the Digital Ads will be uninterrupted or error free, or warrant any connection to or transmission over the Internet. We make no warranty and will have no liability relating to services provided by third parties or the functionality or content of any website or application not owned by us. Except for Digital Ads we designate as limited inventory advertising, ranking or placement on Superpages.com or DexKnows.com is based primarily on the relevancy to the search query and the content associated with the Digital Ad. Additional factors that may affect ranking or placement include the type and amount of advertising purchased, bid amounts and/or the legacy tier placement associated with the advertising product.

9. Security/Digital Transactions. You are responsible for ensuring the security of all passwords we provide you. You also are responsible for all acts and omissions of your Password Users. You agree that **the conduct of any Password Users in clicking on any on-screen buttons, or engaging in any other similar conduct, will be legally sufficient for all purposes to bind you to the same extent as though evidenced by your original signature. You waive all claims or defenses that are inconsistent with the foregoing acknowledgements.** We may revoke your password or deny you or any Password User access to any back office functionality, in whole or in part, at any time in our reasonable discretion. You acknowledge that the server space on which your Digital Ads are hosted, and the Internet connections through which any transactions are conducted in connection with e-commerce enabled advertising, will be unsecure.

10. Domain Names; IP Addresses. You agree that you will not include or reference any domain name(s) or URL(s) associated with your Digital Ads in any email that violates any applicable law, regulation, operating rule, policy or guideline of our or any other on-line service provider or interactive service. We may, but have no obligation to, assist you in obtaining, managing, and/or renewing a domain name to use with your website. We do not guarantee that your choice of names is or will continue to be available for use as a domain name. We also may, but will have no obligation to, assume the administrative responsibilities, in whole or in part, for that domain name, including renewal of the name. However, you are solely responsible for conducting any trademark searches that may be necessary in relation to the selection, evaluation, and appropriateness of any domain name we assist you in registering. You must continue to pay all charges imposed by the domain name registrar for registration and renewal of your client-owned and managed domain. Obtaining a domain name for you does not obligate us to renew that domain name, and we may refuse to do so in our sole discretion. Upon your written request to the notice address and fax number specified in the Marketing Services Agreement, with a copy via email to urlmanagement@dexmedia.com, we will make a commercially reasonable effort to change all or any portion of the domain contact information. You waive any and all claims you may have, or which may later arise, known or unknown, against us for any loss, damage, claim or expense arising out of, or related to, the acquisition, evaluation, registration, administration, or use of any domain name(s). Upon expiration, cancellation, or termination of your website, you agree to return to us any IP addresses or address blocks assigned to you. We may require you to renumber the IP addresses assigned to you.

11. Export Compliance. You agree to comply with all applicable export laws. You represent and warrant that you are not a prohibited entity on any governmental export control list and will notify us immediately if you are placed on any export control list. You acknowledge and agree that (a) we are not a party to any transactions through your Digital Ads and that we are not responsible, and will have no liability for compliance with export control laws in relation to any such transactions, and (b) you are solely responsible for obtaining legal advice with respect to such matters.

12. No Spam Policy. You agree not to use your Digital Ads for the posting or sending of, or include or reference any domain name(s) or URL(s) associated with your Digital Ads in, unsolicited commercial advertising, email, information, announcements, or other messages or any other unsolicited distribution commonly considered to be “Spam.” We may detect, manage, and eliminate Spam from your Digital Ads.

13. Privacy Policy/User Data. You agree to post your privacy policy on your website. We will own the data collected about users from the servers used to provide the Digital Ads or Services.

14. Compliance with Laws; Security; Legal Investigations. You agree not to use or permit others to use your website in ways that (i) violate any applicable law or regulation or any of our policies, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment of our network or other networks. You agree to cooperate with us and provide requested information in connection with all security and use matters relating any website we host for you and to notify us promptly if you suspect unauthorized use of the website or of your UserID. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Such cooperation may include the provision of account or user information or email and monitoring our network and/or the networks of our third party licensors, suppliers and providers.

15. Spam Filtering/Virus Protection. Without limiting the generality of Section 9 of your Marketing Services Agreement, we make no representations or warranties regarding the features or effectiveness of any spam filtering or virus protection services that may be included with your Digital Ads or Services.

16. Unlimited SuperSite® Advertising. If you have ordered Unlimited SuperSite® advertising or website hosting services similar to SuperSite advertising, you also agree to the following additional terms and conditions:

a. We reserve the right to review and monitor the amount of disk space used by your website. We may restrict the use of space by your web site or terminate your web site if the amount of disk space consumed impacts on or limits space available to other websites purchased from us.

b. You may not use 1% or more of Resources for longer than 60 seconds ("Excessive Use of Resources"). We reserve the right, in our sole discretion, to determine if an Excessive Use of Resources has occurred, and in that event, we may restrict your use of Resources or terminate your web site advertising. "Resources" means bandwidth, memory, and/or processor utilization available from us.

c. File storage, data warehousing, back-up data storage, any form of data file storage or management, services or software related to Internet relay chat ("IRC"), peer to peer file sharing ("P2P"), bit torrent, game servers, proxy server network, or interactive chat, membership or community sites for file sharing, video sharing or photo sharing applications are not permitted ("Prohibited Activities"), and we may terminate your web site if it includes any Prohibited Activities.