

## ADVERTISER GENERAL TERMS AND CONDITIONS

THESE ADVERTISER GENERAL TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION ABOUT YOUR RELATIONSHIP WITH YP, PRINT MEDIA, AND THEIR SUPPLIERS, INCLUDING MANDATORY INDIVIDUAL RESOLUTION OF DISPUTES BETWEEN YP OR PRINT MEDIA AND YOU, INSTEAD OF CLASS ACTIONS OR JURY TRIALS. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO YOUR ORDER ARE REFERENCED HEREIN AND, UNLESS OTHERWISE INDICATED, CAN BE ACCESSED AT [WWW.YELLOWPAGES.COM/ABOUT/LEGAL](http://WWW.YELLOWPAGES.COM/ABOUT/LEGAL).

### 1. **Agreement - General.**

(a) This Agreement for Advertising Services (this "**Agreement**") is between the Advertiser (as identified in the Order, as defined below) ("**Advertiser**" or "**you**") and (i) to the extent this Agreement relates to Print Directory Advertising (as defined in the Product Terms (as defined below) in effect from time to time), Print Media LLC and its subsidiaries (collectively, "**Print Media**") and/or (ii) to the extent this Agreement relates to services other than Print Directory Advertising (collectively "**Digital Advertising**"), YP LLC and its subsidiaries (collectively, "**YP**"). Print Media or YP, as applicable, are each individually, or, as the context requires, collectively, referred to elsewhere in these General Terms (as defined below) as the "**Publisher**". Unless otherwise noted or referred to individually, "Digital Advertising" and "Print Directory Advertising" are also collectively, "**Advertising**" herein.

(b) This Agreement consists of: (i) these Advertiser General Terms and Conditions ("**General Terms**"); (ii) the "Advertiser Products and Services Terms", located at [www.yellowpages.com/about/legal](http://www.yellowpages.com/about/legal) ("**Product Terms**"); (iii) any order page, insertion order, or other Publisher-approved method of requesting Services (including via any Interface, as defined in the Product Terms) submitted by the Advertiser and accepted by Publisher (each, an "**Order**"); and (iv) any other terms as provided herein or in the Order, all as in effect on the date of the Order or renewal. The Order, the Product Terms, and such other terms are expressly incorporated herein by reference. In the event of any conflict between the Product Terms and these General Terms, the Product Terms will prevail with respect to the particular Advertising or Service. In the event of any other conflict, the provisions of the General Terms will prevail. In the event of a conflict between the General Terms or Product Terms and an Order, the General Terms and Product Terms will prevail. If Advertiser does not accept the General Terms and Product Terms, Advertiser must cancel all Orders within the Cancellation Period as described in [Section 4](#) below.

(c) Electronic Commerce. If you purchase any Advertising or Services (as defined below) via our online sites, you acknowledge and agree to the following additional terms: (1) Electronic acceptance is binding. Your indication of your assent to these General Terms, and any terms incorporated therein, whether express (e.g., clicking on an "I AGREE" icon or button) or implicit (e.g., by agreeing to the purchase and/or using any product or service) constitutes your agreement to these General Terms, and you agree that such acceptance will have the same force and effect as if you had manually signed a paper version of these General Terms. All references in the Agreement to "signature" or the like will be deemed references to your assent to these terms. (2) You hereby irrevocably waive or "opt-out" of any rights that you may have under applicable law to use or receive physical copies of these General Terms. (3) Electronic Transactions - you agree that all business pursuant to this Agreement may be conducted with you electronically, including invoicing, payment, communication and account or Agreement notice.

2. **Advertising and Services; Ad Materials; Fulfillment.** With respect to the Advertising and any related services to be performed by Publisher, which may include the placement of Advertising (collectively, the "**Services**"), Advertiser is responsible for providing for all artwork, copy, and all other information and materials, including the advertising or promotional message(s) that Advertiser desires to have placed, that are made available to Publisher by or on behalf of Advertiser or that Advertiser authorizes Publisher to utilize (including Advertiser Generated Content, as defined below, and Targeting Information, as defined in the Product Terms, collectively, the "**Ad Materials**"). Publisher reserves the right, on behalf of itself and any of its third-party service providers or publishing network partners (each a "**Supplier**"), not to place, publish, and/or distribute any Advertising or Ad Materials for any or no reason, including not meeting Publisher's or Suppliers' specifications or standards, and Advertiser acknowledges and agrees that neither Publisher nor Suppliers shall be liable for not placing, publishing or distributing any Advertising. At their sole election, Publisher and/or Suppliers may, but are not required to, alter the Advertising or Ad Materials in order to meet publication specifications with or without notice or obligation to Advertiser. Publisher may take all actions reasonably necessary for the fulfillment of an Order ("**Fulfillment**"), including but not limited to provisioning, displaying, publishing, distributing, or otherwise placing Advertising into the stream of public commerce or making Advertising or a Service accessible to/by an end user. Publisher reserves the right to begin Fulfillment, without notice to Advertiser, when Publisher determines Advertising is ready for Fulfillment, using a template, placeholder or other substitute chosen by Publisher, if Publisher determines in its sole discretion that, following an executed Order, Fulfillment of Advertising will be delayed due to Advertiser's action, inaction or omission. Advertiser waives any right to inspect, review or approve the finished Advertising, UNLESS OTHERWISE AGREED TO IN WRITING. PUBLISHER MAKES NO WARRANTY REGARDING THE APPLICABILITY OF ANY REQUIREMENTS, STANDARDS AND/OR PRACTICES OF A LEGAL, REGULATORY, SELF-REGULATORY, AND/OR ETHICAL NATURE (COLLECTIVELY "**REGULATIONS**") TO ANY ADVERTISING OR WITH RESPECT TO ANY COMPLIANCE THEREWITH. EACH ADVERTISER IS SOLELY RESPONSIBLE FOR ENSURING ITS OWN COMPLIANCE WITH REGULATIONS APPLICABLE TO IT AND/OR ITS ADVERTISING.

3. **Term.** Only Publisher's performance of Services under an Order will constitute Publisher's acceptance of the Order. The term of this Agreement commences upon Publisher's acceptance of the first Order hereunder and will continue for an initial period as set forth in the Order (and if not set forth therein or otherwise provided in the Product Terms, then for 12 months). The term of this Agreement will automatically renew, unless terminated as set forth in this Agreement, for a like term under the then-current Terms & Conditions. If no deadline for cancelling the renewal of an Order is set forth therein, Advertiser will be responsible for obtaining the deadline for cancelling the renewal of such Order by calling Publisher's Customer Service office at the number specified in the Order.

4. **Cancellation of Orders.** Advertiser may cancel this Agreement only by written notice, sent by an authorized representative of Advertiser, by email, to [customer.care@yp.com](mailto:customer.care@yp.com), within ten days of execution or authorization of this Agreement (the "**Cancellation Period**"). After the Cancellation Period, if Advertiser requests cancellation and Publisher determines that such cancellation is reasonably practicable to Publisher, then the unpaid balance for the remainder of the term for the applicable Advertising and/or Services shall become immediately due and payable and any and all priority regarding the placement or positioning of Advertising and/or performance of Services under this Agreement, if any, will be extinguished.

5. **Termination by Publisher.** Publisher may terminate this Agreement or any Order, in whole or in part with respect to the Fulfillment of Advertising by such Publisher, at any time upon written notice, including via email, to Advertiser. If Publisher intends to cease the provision of a particular Service, Publisher may, at its discretion, substitute the performance of substantially similar Services on the terms and conditions then applicable to such Service. If Publisher ceases to provide a Service and does not substitute a substantially similar Service, then the portions of each Order for the performance of such Service will terminate automatically. Publisher, in its sole discretion, may repurpose and/or reallocate any resources, including Publisher or Supplier inventory or services, which may have been used to provide or support the Services, and Advertiser shall have no rights with respect to any such resources and/or services. In addition, Publisher may terminate, remove, and/or suspend any or all Advertising or Services upon Advertiser's failure to pay any amount when due as set forth herein.

### 6. **Payment, Billing, and Collections.**

(a) All charges for Advertising and Services will be due and payable upon commencement of Publisher's delivery of the Advertising or performance of the Services. If Publisher issues an invoice to Advertiser, the invoiced amount will be due in full and without setoff on or before the due date set forth in such invoice (or, if no due date is set forth in the invoice, within 30 days after the date of the invoice). All payments are non-refundable. Publisher reserves the right to require partial or full payment in advance or to charge Advertiser a reasonable fee beyond anything specified on the applicable Order for requests that exceed Publisher's customary services. Publisher has the right to allocate and apply periodic payments received from Advertiser to and among charges owed by Advertiser as it sees fit, including those that are separately billed, and as among Print Media and YP. Advertiser will pay all sales, use, or other local, state, federal, foreign, or other taxes or governmental fees arising out of or in connection with this Agreement, other than taxes based on Publisher's net income. If more than one person/entity requests Advertising under this Agreement or any Order, all such persons/entities will be jointly and severally liable for all charges due and payable under this Agreement. YP may issue invoices and, to the extent specified in such invoices receive payments, on behalf of Print Media and may engage one or more billing agents to do so on behalf of YP or Print Media. Publisher may, in any Order or invoice, require that payment be made to an escrow account, lockbox, trustee or other designee to receive payment on behalf of either or both of YP and Print Media. If so directed by Publisher, the Advertiser agrees to submit such payment to the applicable Publisher or its designee and will only be deemed to have satisfied its payment obligations with respect to such Order upon receipt by such Publisher or its designee of full payment amount due.

(b) Advertiser must ensure that any payment mechanism (e.g. credit card, direct transfer, etc.) which Advertiser elects to utilize remains current and operable throughout the term of the applicable Service. Advertiser shall be responsible for any fees and/or charges that Publisher may levy upon Advertiser because of late or delinquent payments resulting from invalid payment authorization. Late payments will accrue interest at a rate of 1.5% per month (or the highest lawful rate, if less). Advertiser will pay attorneys' fees and internal and external costs that Publisher and/or its agents incur in collecting any unpaid amounts in addition to a collection activity fee of \$25 for each month that Advertiser does not pay Publisher the full amount of charges due by the invoice due date. Advertiser agrees that the collection activity fee is not an interest charge for the time value of unpaid money and recovers costs that are different from the costs recovered by the late payment interest charge described in this Section.

(c) If offered by Publisher, Advertiser may agree, in writing or by electronic authorization, to make single or recurring payments electronically via credit or debit card or by automatic debits to Advertiser's bank account via automated clearinghouse (ACH). Publisher may condition its acceptance of electronic payments upon Advertiser's completion of one or more separate authorization forms. Unless otherwise specified at the time Advertiser agrees to recurring electronic payments, the applicable automatic payment will be deducted on the due date of each invoice. Authorization for recurring electronic payments will remain in full force and effect until 15 days following the date Publisher has received express written notification of Advertiser's intention to cancel such authorization (the "**Authorization Termination Date**"), and automatic deductions that were submitted for processing prior to the Authorization Termination Date may still be processed. Advertiser hereby releases Publisher and its Suppliers, including any payment processors, from any and all claims arising from the use of any means of electronic and/or automatic payment method, including any fees associated therewith.

(d) Advertiser agrees that Publisher may disclose any or all information it has concerning Advertiser to any third parties, including credit-reporting or collections agencies, for the purpose of assessing Advertiser's credit or determining a payment plan or method, or for the purpose of collecting outstanding and unpaid amounts. If Advertiser applies for business credit and is denied, Advertiser has the right to a written statement of the specific reasons for the denial, which Advertiser may obtain by contacting Publisher within 60 days after Advertiser is notified of the decision at YP (Attn: Print Media, if relating to Print Directory Advertising), P.O. Box 2217, Maryland Heights, MO 63043, Attention: Credit Manager. Publisher will send Advertiser a written statement of reasons for the denial within 30 days of receiving Advertiser's request. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

(e) **Inactivity.** If Advertiser fails to claim funds remaining on account with Publisher within 180 days of the last date upon which Publisher performed Services under the applicable Order, Advertiser will pay Publisher a reasonable fee for the maintenance and administration of those funds equal to \$25 per month. Publisher may deduct this fee from Advertiser's funds on account until the funds are transferred to Advertiser or exhausted. If Advertiser fails to claim any non-cash credit issued by Publisher within 180 days, Advertiser will be deemed to have waived such credit and will have no claim to the credited amounts.

**7. Bundles and Incentive Pricing; Managed Services and Comprehensive Advertising Plans.**

(a) If an Order provides for Advertising and/or Services sold together as part of a package at bundled, unitary, promotional, or incentive pricing (each such grouping, a "**Bundle**"), Publisher's commencement of performance of Services provided as part of a Bundle will constitute commencement of performance for all Services within the same Bundle. Cancellation of part of a Bundle will not relieve Advertiser's obligation to pay the full price for the Bundle. Cancellation of, or failure to pay for specific Advertising or Services which are part of a Bundle may result in incentive pricing reverting to the full, undiscounted rate for all Advertising and Services included in such Bundle, which rate Advertiser shall be obligated to pay.

(b) From time to time, Publisher may develop and institute a plan encompassing multiple included Services and products, which may or may not include Supplemental Advertising, as defined below, all provided toward a single performance target or estimate (such plan, a "**Comprehensive Advertising Plan**" or "**Plan**" and such included Services, "**CAP Services**"). If an Order includes CAP Services or other managed Services pursuant to which Publisher may, in its discretion, elect to place Advertising on Advertiser's behalf in various media or channels of distribution at various times, or manage, on Advertiser's behalf within agreed parameters, the placement or timing of or amount spent on such Advertising, then Advertiser consents to and authorizes the placement of any such Advertising and agrees that the terms applicable to all such media or channels of distribution in which Advertising is placed by Publisher, in addition to those terms specific to the included or managed Services themselves, shall apply.

**8. Supplemental Advertising.** Recognizing that the essential value of the Services is the dissemination of information to facilitate and encourage individuals to visit, contact, and/or learn more about Advertiser, Publisher may, in its sole discretion and without additional cost to the Advertiser, display the Ad Materials in additional media or channels of distribution (now known or hereafter devised) other than media or channels of distribution that may be set forth in the applicable Order ("**Supplemental Advertising**"). Consistent with Section 12 of these General Terms, Advertiser, for itself and any third party with an interest in or to Ad Materials, grants Publisher a nonexclusive, worldwide, unrestricted, royalty-free license, to use the Ad Materials in Supplemental Advertising, and Advertiser agrees that these General Terms and any applicable Product Terms apply to Supplemental Advertising. Publisher shall be under no obligation to do so, but may from time to time provide notice to Advertiser that Publisher intends to provide Supplemental Advertising to Advertiser, and Advertiser's failure to object to the provision of Supplemental Advertising shall constitute Advertiser's confirmation that Publisher is both authorized to provide Supplemental Advertising and also that such Supplemental Advertising is governed by this Agreement.

**9. Suppliers.**

(a) Publisher may have entered into one or more contracts with Suppliers (including, without limitation, Print Media) in connection with the performance of Services. Publisher may delegate any of its obligations hereunder to any current or future Supplier. Advertiser consents to and authorizes Publisher to use any Supplier that Publisher deems suitable for the purpose in question and to change Suppliers at any time in Publisher's sole discretion. Advertiser agrees that the use of any such Supplier does not limit Advertiser's obligations to Publisher pursuant to the terms of this Agreement. Publisher may provide Suppliers with all relevant information regarding the Advertiser in connection with the performance of Services.

(b) Representatives of Suppliers, including representatives who may be visiting locations designated by the Advertiser (e.g., recording audio, video, taking photographs) will be employees and/or contractors of the Suppliers and will not be employees of Publisher. By signing the applicable Order, Advertiser directs Publisher to have Suppliers contact Advertiser directly about coordinating the same.

(c) Websites, interfaces or other electronic portals operated by the Suppliers (each, a "**Supplier Website**") may have different terms of use than those applicable to Publisher's websites or Interfaces. Advertiser is solely responsible for investigating the terms of use, privacy policies, and/or other rules or requirements applicable to Supplier Websites. Publisher will have no obligation or liability to Advertiser with respect to any differences between the operation and administration of Publisher's websites or electronic portals and the Supplier Websites. Advertiser agrees to be bound by the applicable terms of use and/or other applicable terms of any applicable Supplier Website. Publisher is an intended third party beneficiary of any limitations of liability, representations, warranties and/or indemnities pursuant to the terms of use or similar terms of any Supplier Website.

(d) Other than specific liability alleged to result from the actions of an individual Supplier directly in connection with the performance of a Service by such Supplier, which shall be subject to all waivers and limitations of liability contained in this Agreement, Advertiser generally releases and holds Publisher, its parent(s), subsidiaries, affiliates, and Suppliers, and their respective directors, officers, employees, and agents (the "**Publisher Parties**") harmless for any claims, actions, losses, expenses, damages, costs, and/or liabilities that may arise as a result of any other actions or inactions of Suppliers and/or their employees, contractors, or representatives. Any such non-waived or limited claims, actions, losses, expenses, damages, costs, and/or liabilities shall be strictly between Advertiser and the applicable Suppliers.

**10. Warranties, Covenants, and Consents.** Advertiser warrants and covenants to Publisher Parties that:

(a) Advertiser owns or otherwise controls all necessary rights to Ad Materials and any trademark, service mark, logo, name, message, data, image, text, photos, graphics, audio, video or other material or intellectual property contained or embodied in any Ad Materials, including the right to grant the rights and licenses granted herein to the Publisher Parties, and Advertiser will maintain such ownership or control throughout the term of this Agreement;

(b) Advertiser is a business and not a consumer and it is at all times solely responsible for the truthfulness and accuracy of all of Advertiser's Advertising, and Advertiser will not, and will not allow any third party to, submit any Ad Materials that, or use the Services in any manner that: (i) violates any law, regulation, or industry guidelines; (ii) is harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful, or abusive; (iii) infringes any third party's patent, trademark, trade secret, copyright, other intellectual property rights, or other rights (collectively, "**IP Rights**"); (iv) advocates or solicits violence, criminal conduct, or the violation of any local, state, national or international law or the rights of any third party; (v) is deceptive in any way or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity; (vi) provides material support or resources (or conceals or disguises the nature, location, source or ownership of same) to any organization designated by the U.S. government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or (vii) reproduces, sells, resells, or exploits for any commercial purpose any portion of, use of, or access to the Services;

(c) Advertiser will provide Publisher all information, materials, consents, and authorizations necessary for Publisher to place and publish the Advertising or to perform the Services, and will do so in a timely manner;

(d) Advertiser will not and will not allow anyone working for it to: (i) engage in any form of spamming or improper (as determined by Publisher) clicking, impression generation, e-mailing, texting, or marketing in connection with the Advertising and/or Services; (ii) access any Publisher Party's network or system for any purpose other than internal use to access Services and/or manage its account(s); (iii) interfere or attempt to interfere with the proper working of any Publisher Party's network or system; (iv) collect or use any data from any Publisher Party's Service, network or system (including any Third Party Content or Publisher Data) for any purpose outside of the limited purpose contemplated by this Agreement and the applicable Order; (v) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to circumvent or gain unauthorized access to any Service (including any Interface); and/or (vi) data mine, scrape, crawl, or use any robot, other automatic device, script, technology, or processes that send automated queries to the Interface, or use other similar methods and tools to access the Interface or any site on which it is hosted, or gather or extract data from Interface or related sites, without Publisher's prior written consent, which consent may be withheld and withdrawn by Publisher at any time, with or without notice, in Publisher's sole discretion.

(e) Advertiser shall be solely responsible for all fees, royalties, and other amounts of any kind or nature payable in connection with Advertising: (i) to record companies, artists, and all other royalty participants resulting from exploitation of any copyrighted materials ("**Compositions**"); (ii) to publishers or other owners of Compositions or under union or guild collective bargaining agreements; (iii) to third parties in connection with the use of their names, images, voices, or likenesses as part of any Advertising; and (iv) to any and all other third parties with respect to the provision, receipt, or use of Services; and

(f) Advertiser hereby provides Publisher with Advertiser's express consent to receive telephone calls, e-mails, faxes and other communications made or sent by or on behalf of Publisher Parties that are related to Publisher's services, including future services. Moreover, with respect to such communications, Advertiser further waives all provisions of state and federal so-called "**Do Not Call**," "**Do Not E-mail**," and "**Do Not Fax**" laws. Further, and without limiting the generality of the foregoing, Advertiser agrees that, by providing any telephone number (including a mobile telephone number) to Publisher or anyone acting on Publisher's behalf, Advertiser hereby provides express consent to receive autodialed and/or pre-recorded calls, including telemarketing calls and SMS messages, made or sent by or on behalf of Publisher Parties. This consent applies to any and all accounts that Advertiser has with Publisher Parties, or may have in the future, absent instructions to the contrary. Advertiser acknowledges and agrees that any opt-out of marketing-related communications will not apply to service announcements, administrative messages, or other similar communications sent by the Publisher Parties in connection with the Services.

**11. Intellectual Property.** Advertiser, for itself and any third party with an interest in or to Ad Materials provided to Publisher Parties (whether directly or indirectly provided), grants the Publisher Parties a nonexclusive, worldwide license, including the right to sublicense, to copy, distribute, create derivative works based upon, publicly display, publicly perform, reproduce, promote, resize, rearrange, modify, and otherwise use the Ad Materials in any media or service, in whatever format, now or in the future, provided that such use is pursuant to this Agreement and/or in furtherance of distribution of Advertising on behalf of Advertiser. In addition, Publisher shall have the irrevocable right to use the Ad Materials in any materials, advertising, promoting, and/or publicizing Publisher's services and/or products. Except as otherwise provided herein, as between the parties to this Agreement, the applicable Publisher owns all IP Rights in and to the Advertising, the Services and all information, materials, logos, software, or other tools or information used to develop or display the Advertising or provide the Services. Advertiser may not reproduce the Advertising, any medium in which such artwork is distributed or any Publisher-developed artwork or content for any purpose without the express prior written permission of Publisher.

**12. Collection and Use of Data.** Advertiser authorizes Publisher Parties to collect (including through use of Tracking Mechanisms (as defined in the Product Terms), disclose, and use data concerning the delivery of Advertising, individuals' interactions with Advertising, and the performance and receipt of the Services in accordance with Publisher's Privacy Policy and the applicable Product Terms, both located at [yp.com/about/legal](http://yp.com/about/legal).

**13. Advertiser Generated Content.** Publisher will have no obligation to investigate or confirm, and does not in any way endorse, the accuracy, legality, legitimacy, validity, suitability, or reliability of any content directly generated or controlled by Advertiser, its representatives, employees, contractors (other than Publisher), or agents ("**Advertiser Generated Content**"), including any of the products, services, offers, deals, coupons, or other promotional materials or representations contained or referenced in the Advertising. Publisher makes no

representations or warranties whatsoever concerning any products or services advertised, sold, or provided by Advertiser (including, without limitation, the quality, safety, or legality of such products or services or the sale thereof), or any offers, deals, coupons, or other promotional materials or representations contained or referenced in any Advertiser Generated Content. Any commercial, sales, use, membership, subscription, affiliation, participation, or promotional relationship Advertiser may create with any third party, including obligations undertaken by Advertiser with respect to payment and delivery of related goods or services, and any other terms, conditions, and warranties or representations associated with such dealings, are solely between Advertiser and such third party. Advertiser will be solely liable to any third party claimant with respect to the content of the Advertiser Generated Content.

**14. Disclaimers.** Any estimates of performance are provided for informational purposes only, and do not constitute, and shall not be considered, a guarantee of performance or a guarantee of return. Advertiser acknowledges that the essential value of the Services is the dissemination of information facilitating individuals to visit, contact, and/or learn more about Advertiser, and that Publisher may, in its discretion, determine the method, scope and penetration of such dissemination (e.g., scope and penetration of directory distribution, delivery quantities, and geographic coverage of the Services). ADVERTISER ASSUMES ALL RISKS CONCERNING THE FUNCTIONALITY, PERFORMANCE, AND RESULTS OF THE ADVERTISING AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PUBLISHER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES TO ADVERTISER OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE), REGARDING THE FUNCTIONALITY, PERFORMANCE, OR RESULTS OF THE ADVERTISING OR THE SERVICES OR OTHERWISE UNDER OR RELATED TO THIS AGREEMENT. For the avoidance of doubt, no Publisher Party will be bound by, and Advertiser acknowledges that Advertiser is not relying on: (a) any representation or warranty concerning revenue, profit, return on investment, or results to be generated from its Advertising; (b) any representation or warranty regarding either the number, makeup, or distribution of people who will view Advertising and/or the residences or businesses that will access or receive the media containing the Advertising; (c) any representation, warranty, or covenant concerning the quantity, quality and/or validity of traffic, impressions, or interactions with or leads generated by Advertising; (d) any custom or prior course of dealing; or (e) the nature of others' advertising. Although Publisher will use commercially reasonable efforts to include any Ad Materials and/or design elements that Advertiser may reasonably request be included in the Advertising, subject to the procedures established by Publisher for that purpose, Publisher expressly disclaims any liability for failure to include, and Advertiser's payment obligations hereunder shall not in any way be contingent upon inclusion of, any such Ad Materials and/or design elements in the Advertising.

**15. Infringement; Indemnity.** If a third party claims, or if Publisher believes that a third party may claim, that any Advertising or Ad Materials, or the placement or publishing thereof, infringes any third party's IP Rights, Publisher may terminate this Agreement or an Order, in whole or in part, and/or reject, cancel, discontinue, or suspend the Services, in Publisher's sole discretion, without liability, until Advertiser has resolved the actual or potential third party claim to Publisher's satisfaction. Advertiser shall indemnify, defend, and hold harmless the Publisher Parties against all claims, actions, losses, expenses, damages, costs, and liabilities, including professional advisors' fees and other expenses incurred in the defense of any claims arising from this Agreement, including in connection with: (a) breaches of any warranty or covenant made herein, or failure strictly to adhere to any obligations included herein; (b) the Ad Materials, Advertising, Services, and Advertiser's requests for advertising and/or services; (c) Advertiser's failure to honor any promise, offer, or other statement set forth in any Advertising, Ad Materials or Advertiser Generated Content; and (d) Advertiser's breach of or failure strictly to comply with the Terms & Conditions (including the Product Terms), any terms of use or service of any Supplier Website, or any Interface Terms & Policies.

**16. Limitation of Liability.** Any claim arising out of an error or omission in Publisher's performance of the Services must be made in writing by U.S. Certified Mail (return receipt requested) to Publisher (attn.: Print Media, as applicable) within six months of the first occurrence of such error or such claim shall be deemed waived. If the Product Terms (located at [yp.com/about/legal](http://yp.com/about/legal)) applicable to the Service out of which such claim arose provide for makegoods, then Publisher's compliance with its obligations with respect to such makegoods will constitute the Publisher Parties' sole obligation and Advertiser's sole and exclusive remedy for any breach of this Agreement relating to such Advertising or Service. IN NO EVENT WILL THE PUBLISHER PARTIES' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID UNDER THE APPLICABLE ORDER FOR THE SPECIFIC ADVERTISING AND/OR SERVICE AT ISSUE. UNDER NO CIRCUMSTANCES WILL THE PUBLISHER PARTIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, DAMAGES RELATING TO LOSS OF PROFIT, LOSS OF INCOME OR REVENUE, OR LOSS OF GOODWILL, FOR ANY REASON WHATSOEVER, INCLUDING THE RESULT OF ERRORS OR OMISSIONS, THE REJECTION OR REMOVAL OF ANY ADVERTISING, ANY DELAY IN DISPLAYING, PUBLISHER PARTIES' FAILURE TO DISPLAY OR DISTRIBUTE ADVERTISING, OR PUBLISHER PARTIES' FAILURE TO PERFORM SERVICES. PUBLISHER'S ACCEPTANCE OF THIS AGREEMENT AND THE RATES CHARGED FOR THE ADVERTISING AND OTHER SERVICES ARE BASED UPON THE LIMITATION OF THE PUBLISHER PARTIES' LIABILITY AS SET FORTH HEREIN. Advertiser may negotiate to pay additional charges (based on Publisher's sole assessment of risk factors) in lieu of this limitation of liability by calling Customer Service as listed on the applicable Order and entering into an agreement with Publisher providing otherwise. Such an agreement must be in writing, signed by both Publisher and you. Publisher has no obligation to accept or enter into such an agreement.

**17. Force Majeure.** Publisher will not have any liability to Advertiser, and Advertiser will remain responsible for all moneys owed to Publisher, if Publisher's performance of its obligations is delayed by the occurrence of: (a) fires, floods, earthquakes, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, sabotage, embargo, government action or order, blackouts, epidemic or quarantine, strikes/labor difficulties, or any other similar cause; or (b) any event or circumstance within the control of, or caused by information provided by, Advertiser or a third party (including Suppliers).

**18. Agency Relationship.** Advertiser acknowledges and agrees that YP is authorized in its capacity as sales agent of Print Media to exercise any right or remedy, accept or reject any Order for Advertising, give any consent, approval or notice, receive any notice or take any and all other actions under the General Terms on behalf of Print Media in Print Media's capacity as the Publisher of any Print Directory Advertising. Advertiser acknowledges and agrees that by submitting any Order for Print Directory Advertising to YP in its capacity as sales agent, regardless of whether such Order also includes an Order for Digital Advertising, Advertiser shall be deemed to have submitted such Order to and entered into a binding contract (i) with Print Media with respect to any Print Directory Advertising and (ii) with YP or its subsidiaries (including Yellowpages.com LLC) with respect to any Digital Advertising. Advertiser acknowledges and agrees that (i) Print Media shall be solely responsible for, the Fulfillment of any Print Directory Advertising, and that YP shall not have any liability to Advertiser of any type or nature in connection with the Fulfillment of any Print Directory Advertising and waives any claim or cause of action against YP in connection therewith and (ii) YP shall be solely responsible for, the Fulfillment of any Digital Advertising, and that Print Media shall not have any liability to Advertiser of any type or nature in connection with the Fulfillment of any Digital Advertising and waives any claim or cause of action against Print Media in connection therewith.

**19. Exclusive Venue/Choice of Law; Class Action Waiver; Miscellaneous.** This Agreement and all actions, claims, disputes and proceedings arising under or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of law principles, INCLUDING, WITHOUT LIMITATION, THE CLASS ACTION WAIVER PROVIDED IN THIS SECTION. Any action, claim, dispute or proceeding arising under or relating to this Agreement shall be filed only in the applicable state or federal courts in or for DeKalb County, Georgia. Advertiser hereby consents and submits to the exclusive jurisdiction and venue of those courts and waives any defenses or objections based on the jurisdiction, venue, or convenience of these exclusive venues. All actions, claims, disputes and proceedings arising under or relating to this Agreement (including, without limitation, such actions, claims, disputes and proceedings against Suppliers, who are intended third-party beneficiaries of this CLASS ACTION WAIVER, shall be adjudicated on an individual basis, and you will not consolidate or seek class treatment for any such action, claim, dispute or proceeding unless previously agreed to in writing by Publisher. Each party to this Agreement agrees that a final judgment in any such action, claim, dispute, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Publisher's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other communications, including all prior agreements, between the parties with respect to such subject matter. For clarity, this Agreement shall not supersede the terms of use or end-user license agreements applicable to any of Publisher's consumer-facing digital properties (including Publisher's consumer website and mobile applications) (collectively the "Publisher Consumer Properties") for any separate use of or access to such Publisher Consumer Properties by Advertiser. Any modification to this Agreement will be binding upon Advertiser if Advertiser continues to use the Services after Advertiser's receipt of notice of such modifications. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Publisher may assign its rights and duties under this Agreement to any party at any time without notice to Advertiser and upon any such assignment, Advertiser hereby acknowledges and agrees that Publisher shall be released and discharged from further liabilities, duties and obligations hereunder, provided that such release and discharge shall not affect any rights of Publisher or liabilities, duties, and obligations owed by Advertiser to Publisher with respect to payments or other obligations due and payable or due to be performed on or prior to the date of such assignment. Advertiser's rights and duties under this Agreement are not assignable without the written consent of Publisher.