

SEO Service Terms and Conditions

Rev. April 2014

If you have ordered the SEO Service (defined below), you agree to the Digital Ads and Services Terms and Conditions and to the following additional terms and conditions. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Marketing Services Agreement.

- 1. <u>Term and Termination.</u> The term of this agreement shall begin and become effective as of the advertising start date and shall continue for the term identified in the order section of the Agreement.
- 2. <u>Service.</u> "SEO Service" means our search engine optimization product that provides services to increase the potential for your business to be found online and ranked higher in organic search engine results. Such services may include, but are not limited to, keyword research to help identify search terms used to find your products & services in search engines and select a targeted keyword and geography focus for you web page(s), technical analysis & optimization (implemented directly on site or delivered to you for implementation) of your web pages to help search engines understand what your business is about and how your information is displayed, and traffic building activities including, but not limited to, placing your webpages on third party sites.
- 3. Access. For purposes of the Agreement, all webpages that we or our third party vendors own, operate or host in connection with the SEO Service are referred to herein as "SEO Service Sites." You may be authorized to access a SEO Service Sites solely to manage your account. Your right to access your account with us is subject to any limits established by us. You agree that you will not use access SEO Service Sites or any content therein for any other purpose and that you will not disseminate or distribute any of this information. You agree that you will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access your account with us or to monitor or copy the SEO Service Sites or the content contained therein except those automated means expressly made available by us.
- 4. <u>Latency.</u> You understand that, any information or data provided by you to us may not be processed on a real-time basis and may be subject to the latency of the Internet, our systems and network of third party partners and search engines.
- 5. Ownership. Title and full ownership rights in and to the SEO Service, together with any and all ideas, concepts, computer programs and other technology supporting or otherwise relating to our provision of the SEO Service and any related Web site(s) (collectively, the "Materials"), shall remain at all times solely with us and/or with any respective third party owner, manufacturer or author we may contract with to provide the SEO Service. You acknowledge that you have not acquired any ownership interest in the Materials and will not acquire any ownership interest in the Materials by reason of the Agreement.
- 6. Your Site. You hereby acknowledge that we are not responsible for the maintenance of your Web site(s) nor are we responsible for order entry, payment processing, shipping, cancellations, returns or customer service concerning orders placed on your Web site(s). You must update your search listings if any information is not a current and accurate description of information available on your Web site. You further acknowledge that your site does not contain any Dex Media owned or licensed content.
- 7. Your Representations and Warranties. You represent and warrant to us that for the term of the Agreement:
 - a. this Agreement constitutes a valid and binding agreement enforceable against you in accordance with its terms.
 - b. any information or data that you (including your agents or representatives) have entered or will enter under any access site is and will be both accurate and complete.
 - c. You are the authorized owner or representative of the Web site(s) for which keywords are selected or search listings are requested or an advertisement has been submitted.
- 8. Your Covenants. You further agree to perform as follows:
 - a. You will not hold us or our affiliates liable or responsible for the activities of visitors who come to your Web site(s) through a link provided from the Dex Media network or from elsewhere.
 - b. You agree that you are solely responsible for the development, maintenance and operation of your Web site(s) and for all content and other materials that appear on, and all visitors to, your Web site(s) from time to time.
 - c. You are responsible for the content of each advertisement, however, we reserve the right to edit, reject or remove any advertisement at any time, for any reason, in our sole discretion.