

DexLnk™ Addendum to the Marketing Services Agreement

The DexLnk Addendum to your current Marketing Services Agreement (“MSA”), by and between Dex Media and you, governs the use of the customer relationship management (CRM) mobile and internet-based services and business tools offered by Dex Media and supplements your current Marketing Services Agreement as follows:

1. The Service

The Service is a platform and application that allows businesses (“Businesses” or “you”) to manage the businesses customers (“Clients”) through the use of appointment scheduling, customer list and SMS text messaging as well as email messaging. Businesses may be provided the opportunity to promote products and services (“Client Products”) through the use of email and SMS text based on the level of the product purchased. All DexLnk packages include:

- Call me back scheduler
- Booking and Services (appointment scheduler)
- Contacts Manager
- Transactional Email and SMS Text Messages

Options based on package purchased:

- # of appointments supported
- # of staff calendars supported
- # of services supported
- # of transactional emails and SMS text messages
- # of promotional SMS text messages

The Businesses and Clients are both users of the Services provided by DexLnk and are herein after referred to collectively as “Users.”

2. Accounts

By using the Service and being assigned an Account, you are granted a limited, revocable, non-sub-licensable license to use the Services subject to the restrictions set forth in these Terms of Service, in Dex Media’s Privacy Policy and the Terms of Use (both which are incorporated herein and are a part of these Terms of Service) and any other restrictions stipulated to you by us in writing.

You shall receive a unique user identification and password in connection with your Account (collectively referred to herein as "Account IDs"). We reserve the right to remove or reclaim any Account ID if we believe, in our sole discretion, the Account ID is inappropriate, offensive or confusing or potentially violates the rights of a third party (such as when a trademark owner provides notice that an Account ID is similar to the trademark and the Account ID does not closely relate to the a user’s actual name or trademark rights).

Your Account

You confirm that you are either a legal resident of the United States, a United States citizen, or a business entity authorized to conduct business by the state(s) in which you operate. You also confirm that the Services and your Account may only be used for business purposes in the fifty states of the United States of America and the District of Columbia.

You are authorized to access the Services solely to manage your Account(s). You agree that you will not use the Services or any content therein for any other purpose and that you will not disseminate or distribute any of this information. Your right to access your Account with us is subject to any limits established by us.

Furthermore, you are solely and entirely responsible for any and all activities that occur under your Account including any charges incurred relating to the Services. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you. You acknowledge that the complete privacy of your data and messages transmitted while using the Services cannot be guaranteed.

3. Termination of Accounts

Right to Terminate

We reserve the right, in our sole discretion, to terminate your Account if you violate these Terms of Service or for any reason or no reason at any time. We may also suspend your access to the Services and your Account if you (a) have violated the terms of this Addendum, any other agreement you have with us, or our policies, or (b) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct.

Your DexLnk Term will be 12 months with an early termination option after 3 months. If purchase al la carte, the Term shall begin on the first day your account is active on the DexLnk platform. If purchased it as part of DexHub, the Term shall begin on the date we fulfill the first item of your DexHub package.

Upon closure of an Account, any pending transactions will be cancelled.

Termination Effects

If your Account is terminated or suspended for any reason or no reason, you agree: (a) to continue to be bound by this Addendum, (b) to immediately stop using the Services, (c) that the license provided under this Addendum shall end, (d) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, and (e) that we shall not be liable to you or any third-party for termination or suspension of access to the Services or for deletion of your information or account data.

We will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Services, or in connection with any termination or suspension of the Services. Any termination of this Addendum does not relieve you of any obligations to pay any fees or costs accrued prior to the termination and any other amounts owed by you to us as provided in this Addendum or the MSA.

4. Compliance and Rules that Apply

You and your use of the Services must comply with all applicable bylaws, rules, and regulations, as well as amendments to these bylaws, rules and regulations (the “Rules”) related to the Service. This includes, but is not limited to, the Telemarketing and Consumer Fraud & Abuse Prevention Act, Telephone Consumer Protection Act of 1991, and The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003. We may be required to change or discontinue the Service in connection with amendments to any applicable Rules.

5. Client Content

Any Client Content, as defined by the MSA, you provide to Dex Media shall remain your sole property. Dex Media will not maintain a copy of such content or return any Client Content provided during the Service. It is your responsibility to maintain a copy of the Client Content provided. As a reminder, you grant us a perpetual, royalty-free, sub-licensable, non-exclusive right and license to use, copy, record, modify, display, publish, publicly perform, distribute (in any form or media), transmit by any means, and create derivative works from the Client Content in, and for the marketing and sale of, our products and services.

6. Service Use Representations; Operational Limitations and Changes to the Services.

Representations

You agree to maintain your Account solely for your own business use. You agree that you will not allow another person to use your Account IDs to access or use the Services under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your Account IDs and for any charges, damages, liabilities or losses incurred or suffered as a result of you failure to do so. You agree and represent that you will honor the reservations made by Clients through the Services, or will communicate with them in advance to resolve any conflicts with the Client. You are solely responsible for

all customer service issues relating to such Services. You must present yourself as a separate entity from us when dealing with your client's issues.

We do our best to keep the Service safe and spam free, but can't guarantee it. In order to help us do so, you agree not to:

- send or otherwise post unauthorized commercial communications (such as spam) on the Services.
- collect Users' content or information, or otherwise access the Service, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
- engage in unlawful multi-level marketing, such as a pyramid scheme, on the Services.
- upload viruses or other malicious code.
- solicit login information or Account IDs or access an account belonging to someone else.
- bully, intimidate, or harass any user.
- post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
- develop, advertise or otherwise market alcohol-related or other mature content.
- use the Service to do anything unlawful, misleading, malicious, or discriminatory.
- do anything that could disable, overburden, or impair the proper working of the Services, such as a denial of service attack.
- facilitate or encourage any violations of these Terms of Service.

To make sure we are able to provide a service to our Users, we need to make sure our pages are accurate and up-to-date. To help us do so, you agree to:

- keep your Registration Data and contact information accurate and up-to-date.
- keep your Account IDs and Account information confidential and to not share your login information or Account IDs, let anyone else access your Account, or do anything else that might jeopardize the security of your Account.

Without limiting the foregoing, you agree you may not use the SMS Services to transmit or disseminate any:

- (i) unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material;
- (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers;
- (iii) material or data, that is illegal, or material or data that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Dex Media and/or its third party service providers or any third-party service provider involved in the provision of the SMS Services; material or data that is illegal drugs-related (e.g., marijuana, cocaine), and related to pharmaceuticals, specifically mentions any wireless carrier or copies or parodies the products or SMS Services of any wireless carrier; viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; material or information that is false or misleading, or likely to mislead or deceive; or
- (iv) signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Dex Media and/or its third party service provider or any third party.

You agree to bind your users of the Services to any restrictions, including, but not limited to, those stated above.

You further represent and warrant that: (i) you have the unrestricted right to use, and to grant the licenses you grant in this Addendum and the MSA with respect to, all Client Content, as defined in Section 10, and that your licensing of Client Content to us will not infringe any third party copyright or trademark rights; (ii) you and your use of the Services will comply with all applicable Rules, and you and any individuals listed in your Services have all required licenses to provide the goods and services advertised in all jurisdictions where the Services appear; (iii) you have not made any false or misleading claims in any Service; (iv) in the event you use third-party social media logos or other branding in your advertisement(s), you are and will remain a member in good standing of each social media platform represented with logos and/or branding in your advertisement(s), in accordance with the rules and/or terms and conditions of such platforms; (v) you will comply with our digital privacy policy and terms of use (vi) you have not requested, and will not use, the Services for any unlawful purpose or business; (vii) you have not violated any contractual or legal obligation by agreeing to the Services and requesting us to provide the Services; (viii) you are or represent the business related to the Services listed above; and (ix) you will only use Services to advise or offer Client Products to Users who are 18 years of age or older and reside in the United States ("Client Representations"). **You will notify us immediately if any of the above becomes inaccurate.**

Operational Limitations and Changes

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 networks of third party partners and search engines. In addition, you acknowledge that (1) wireless carriers currently, or may implement changes in the future that delay or prohibit Services being provided. Dex Media and its partners/vendors will not be responsible or liable for delays or non-delivery of the Services caused by wireless carriers.

You acknowledge that the operation of the Services may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and we shall not be responsible to you or others for any such interruptions, errors or problems or an outright discontinuance of the Services. Dex Media has no obligation to maintain or update the Services or to continue producing or releasing new versions of the Services.

We will make reasonable efforts to keep the Services operational 24 hours a day/7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by circumstances beyond our control, including but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, third party service provider failures or delays, or Internet service provider failures or delays.

7. HIPAA Notice

You should not share any protected health information with service providers via the Service. The Service is not intended to be used to communicate protected health information, and it is not intended to be compliant with the Health Insurance Portability and Accountability Act (HIPAA). The term “protected health information” means any information that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual. If you do share any protected health information, you do so at your own risk.

8. Disclaimers

WE ARE NOT LIABLE FOR ANY HARM CAUSED BY OR RELATED TO THE THEFT OF YOUR ACCOUNT IDS, YOUR DISCLOSURE OF YOUR ACCOUNT IDS, OR YOUR AUTHORIZATION TO ALLOW ANOTHER PERSON TO ACCESS OR USE THE SERVICES USING YOUR ACCOUNT IDS.

WE DO NOT HAVE CONTROL OVER THE QUALITY, SUITABILITY, RELIABILITY, TIMING, DURABILITY, LEGALITY, FAILURE TO PROVIDE, OR ANY OTHER ASPECT WHATSOEVER OF ANY PRODUCTS PROVIDED BY BUSINESSES NOR OF THE INTEGRITY, RESPONSIBILITY OR ANY OF THE ACTIONS OR OMISSIONS WHATSOEVER OF ANY BUSINESSES OR THEIR CLIENTS. WE MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO PRODUCTS OFFERED OR PROVIDED BY BUSINESSES OR REQUESTED BY THEIR CLIENTS THROUGH USE OF THE SERVICES, WHETHER IN PUBLIC, PRIVATE, OR OFFLINE INTERACTIONS, OR ABOUT THE ACCREDITATION, REGISTRATION OR LICENSING OF ANY PROFESSIONAL. YOU UNDERSTAND THAT WE DO NOT ROUTINELY SCREEN ITS USERS, INQUIRE INTO THE BACKGROUND OF ITS USERS OR ATTEMPT TO VERIFY INFORMATION PROVIDED BY ANY USER. DEX MEDIA DOES NOT VERIFY OR CONFIRM THAT ANY USER IS WHO THEY CLAIM TO BE OR IS ACCURATELY REPRESENTING THEMSELVES AND DOES NOT VERIFY OR CONFIRM ANY REPRESENTATIONS WITH RESPECT TO SERVICES ON THE CRM APPLICATION. DEX MEDIA DOES NOT ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF THIS INFORMATION OR ANY INFORMATION PROVIDED THROUGH THE SERVICES.

THE SERVICES MAY CONTAIN LINKS TO THIRD PARTY WEBSITES AND APPLICATIONS THAT ARE NOT OWNED OR CONTROLLED BY US. WE HAVE NO CONTROL OVER, AND ASSUME NO RESPONSIBILITY FOR, THE CONTENT, PRIVACY POLICIES, OR PRACTICES OF ANY THIRD PARTY WEBSITES. IN ADDITION, WE WILL NOT AND CANNOT CENSOR OR EDIT THE CONTENT OF ANY THIRD-PARTY SITE. BY USING THE SERVICES, YOU EXPRESSLY RELIEVE US FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: DEX MEDIA AND/OR ITS THIRD PARTY SERVICE PROVIDERS EXERCISE NO CONTROL WHATSOEVER OVER ANY CONTENT OR USER INFORMATION,

INCLUDING THE CONTENT OF MESSAGES, INFORMATION THAT MAY BE TRANSMITTED AND/OR GENERATED USING THE SMS SERVICES. DEX MEDIA AND/OR ITS THIRD PARTY SERVICE PROVIDERS' RESPONSIBILITIES ARE LIMITED TO STORING THE USER INFORMATION AND TRANSMITTING THE USER INFORMATION TO AND FROM THE PARTIES. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU ARE FULLY AND SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS AND YOU AGREE THAT IT IS SOLELY YOUR RESPONSIBILITY TO TAKE REASONABLE PRECAUTIONS IN ALL ACTIONS AND INTERACTIONS WITH OTHER BUSINESSES AND CLIENTS AND IN THE PROVISION OR RECEIPT OF SERVICES. DEX MEDIA IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. DEX MEDIA IS UNDER NO OBLIGATION TO, AND DOES NOT ROUTINELY, SCREEN ITS USERS, INQUIRE INTO THE BACKGROUND OF ITS USERS OR ATTEMPT TO VERIFY INFORMATION PROVIDED BY ANY USER. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR DISPUTES BETWEEN YOU AND OTHER USERS. PLEASE CAREFULLY SELECT THE TYPE OF INFORMATION THAT YOU POST ON THE SERVICES OR THROUGH THE SERVICES OR RELEASE TO OTHERS. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER PARTICIPANTS OR USERS.

YOU UNDERSTAND THAT IN USING THE SERVICES, SENSITIVE INFORMATION WILL TRAVEL THROUGH THIRD-PARTY INFRASTRUCTURE THAT IS NOT UNDER DEX MEDIA'S CONTROL (SUCH AS THIRD-PARTY SERVERS). DEX MEDIA MAKES NO WARRANTY WITH RESPECT TO THE SECURITY OF SUCH THIRD-PARTY INFRASTRUCTURE.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DEX MEDIA AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

DEX MEDIA MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (II) THAT YOUR ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (III) THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, OR (IV) THAT THE SERVICES OR ANY SERVER THROUGH WHICH YOU ACCESS THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

DEX MEDIA MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE QUALITY, SUITABILITY, RELIABILITY, TIMING, DURABILITY, LEGALITY, OR ANY OTHER ASPECT OF PRODUCTS OFFERED OR PROVIDED BY BUSINESSES OR REQUESTED BY CLIENTS THROUGH USE OF THE SERVICES WHETHER IN PUBLIC, PRIVATE, OR OFFLINE INTERACTIONS OR ABOUT THE ACCREDITATION, REGISTRATION OR LICENSE OF ANY PROFESSIONAL.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DEX MEDIA OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

9. Limitation of Liability and Release

DEX MEDIA EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS RELATED TO OR ARISING FROM USE OF THE SERVICES. BECAUSE DEX MEDIA IS NOT INVOLVED IN THE ACTUAL INTERACTIONS BETWEEN BUSINESSES AND CLIENTS OR IN THE PROVISION OF ANY SERVICES, YOU HEREBY RELEASE AND FOREVER DISCHARGE DEX MEDIA AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR LIQUIDATED, ARISING FROM OR RELATED TO ANY DISPUTE OR INTERACTIONS WITH ANY OTHER USER, WHETHER ONLINE OR IN PERSON, WHETHER RELATED TO THE PROVISION OF SERVICES OR OTHERWISE.

10. Our Rights

We may change, modify, suspend, or discontinue all or any part of the Services at any time, with or without reason. We reserve the right to remove any incorrect, out of date, or illegal information from profiles, as well as the entire profile itself. We reserve the right to remove or change any content, including, but not limited to, any images, from the Services, at our sole discretion. We reserve the right to suspend or terminate the Account of anyone who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

11. Privacy and Site Terms of Use

Our collection of data and information via the Services from Users and others is subject to our Privacy Policy which is available at Dexmedia.com and is incorporated herein (the "Privacy Policy"). You understand that through your use of the Services that you consent to the collection use and sharing (as set forth in the Privacy Policy) of such data and information. This includes, Personally Identifiable Information You Knowingly Provide, Personally and Non-Personally Identifiable Information Dex Media Collects Automatically, and Non-Personally Identifiable Information You Knowingly Provide. Dex Media collects and may store and share personally identifiable information that you knowingly provide to us. In addition, as you (and other users) browse or use the Service, our web servers, and non "Dex Media Family" companies with which Dex Media has an agreement may, automatically collect, store, share and track certain information about such visits or use, usually through the use of browser cookies, JavaScript files and tagging, web address tracking codes, file impression counts, "web beacons", and the analysis of http headers ("Tracking Methods"). In some cases, we may also collect, store and share non-personally identifiable information that you provide, such as search parameters in connection with a search you conduct through the Service.

You also agree to Dex Media's Terms of Use which are also located at Dexmedia.com.

We may provide you with a model privacy policy and/or terms of use for Services. These model documents are for informational purposes only and should not be considered or relied upon as legal advice or legal documentation. Should you elect to use these model documents, it remains your responsibility to customize these policies and ensure their compliance with all applicable laws related to transactional and promotional SMS text and email, including, but not limited to, the Telemarketing and Consumer Fraud & Abuse Prevention Act, Telephone Consumer Protection Act of 1991, and The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003. You must post these types of policies on your sites, and include a hyperlink to these policies in all emails and text messages. You also agree to comply with all content identified in these policies. By using the Services, you may receive information about Clients or other third parties. You must keep such information confidential and only use it in connection with the Services. You may not disclose or distribute any such information to a third party or use the information for marketing purposes unless you receive the express consent of the Client or other third party.

12. Security

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.