

Online Listings Management Terms and Conditions

Rev. June 2017

If you have ordered Online Listings Management (the "Service"), 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. **Services.** We will provide you with a subscription to the Service, which will enable you to: (i) view and manage your business listing information on various third party business directories and search engines (the "Listing Partner Sites") that participate in the Service (the "Listing Partners"). In addition the following specific services will be provided:

- a. Reputation Monitoring service to help you actively monitor your business's online presence which includes:
 - i. Providing an aggregate view of your online reviews which are posted on public websites;
 - ii. Aggregating any social posts and check-ins on social networks; and
 - iii. Providing a limited view of online reputation monitoring for a limited number of other companies considered competitors per your selection.
- b. Google services: You agree that we or our third party partners may create, claim, and manage your Google account. Our ability to create your Google account is conditioned on your participation with us and Google. Failure to participate accordingly will forfeit this service. You should familiarize yourself with the following Google resources (need help with the hyperlinks).

- [Google My Business: Be Found](#)
- [About Google My Business](#)
- [Edit your business information](#)
- [How Google uses business information](#)
- [Someone else verified my business](#)

2. **Limitations.** You hereby acknowledge and agree that (i) the Listing Partner Sites are subject to change at any time and that Listing Partner Sites can be added and/or removed at any time, (ii) all content submitted by you shall be subject to the Listing Partners' standards and policies, and that any such content may be rejected, in whole or in part, by a Listing Partner at any time in its sole discretion, or modified at any time to comply with such policies, (iii) we do not guarantee that any listing or tag will be displayed on any Listing Partner Site, (iv) if the Service is not renewed following the expiration of the Term, Listing Partners may, at their sole discretion, revert business data to the manner in which it appeared prior to the Service being provided, and (v) the appearance and/or location of any listing tag placement may change at any time. WE SHALL HAVE NO LIABILITY FOR ANY CHANGE IN THE LISTING PARTNER SITES, FOR ANY DECISION BY A LISTING PARTNER TO REJECT OR MODIFY ANY CONTENT SUBMITTED BY YOU, OR FOR ANY OTHER DECISION, CHANGE OR OTHER ACTION DESCRIBED IN CLAUSES (i), (ii), (iii), (iv) OR (v) OF THE PRECEDING SENTENCE. WE ALSO HAVE NO LIABILITY SHOULD ANY LISTING PARTNER REFUSE TO UPDATE, CHANGE OR REMOVE BUSINESS LISTING DATA OR REFUSE TO ACCEPT DATA POINTS WE PROVIDE. **You agree to abide by any third party terms or restrictions associated with the Service.**

3. **Licenses.** We hereby grant you a limited, non-exclusive, non-transferable right and license to access and use the Service solely in connection with your legitimate business needs. This license will terminate in the event the Marketing Services Agreement (the "Agreement") expires or is terminated pursuant to [Section 4 of the Agreement](#), in which case you will immediately cease any further use of the Service.

4. **Ownership.** The Service is the copyrighted work of Dex Media and/or its various third party licensors and partners.

5. **Trademarks.** The trademarks, service marks, logos and any designs used or displayed on the Service are trademarks and/or service marks owned by us or our licensors. Nothing in the Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Dex Media trademark displayed on the Service without our prior, written permission in each instance. The appearance of any third-party trademarks does not in any way imply any connection, license, approval or other such relationship of any kind with such third party.

6. **Usage Restrictions.** Your use of the Service is limited solely to those rights granted in [Section 1](#). You shall not copy, prepare derivative works, decompile or reverse engineer the Service. You will not remove any trademark, copyright, or other proprietary rights notices which appears on the Service. In addition, you will not use the Service for any unlawful or fraudulent purpose including, but not limited to: (a) impersonating any person or entity or (b) harvesting or collecting any personal information in violation of applicable law.

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9. Confidentiality. You may not disclose the terms or conditions of the Agreement to any third party, except to your professional advisors under a strict duty of confidentiality or as necessary to comply with applicable laws or regulations.