



Call Tracking Service and Call Record Terms and Conditions  
Rev. June 2017

If you have ordered the Call Tracking Service for your advertising, you agree to the following additional terms and conditions relating to this Call tracking feature. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Marketing Services Agreement.

1. **Call Tracking Service.** Using a unique telephone number (whether one or more, the "Metered Number") acquired by us and inserted in your advertising, we will measure the number of incoming calls to the Metered Number, provide you with periodic reports (by making such reports available online or other method in our sole discretion) and **record all incoming calls to the Metered Number until you have opted out of such service** (the "Call Tracking Service"). For Call Tracking Services provided in Digital Ads and Services, tracking and call-forwarding features will activate immediately at the time the line is provisioned. Reporting will begin when the Call Tracking Services launch. These features will deactivate immediately upon cancellation/expiration of the Digital Ads and Services item's term. Immediately following deactivation, Dex will provide a 30 day "reference of calls" feature where an audio message provides the termination number to the caller. Regarding Call Tracking Services in Print Ads, tracking and call-forwarding will activate immediately at the time the line is provisioned. Reporting will begin when the Call Tracking Services print. These features will deactivate 60 days after the Print Ad item's term ends. Immediately following deactivation, Dex will provide a 30 day "reference of calls" feature where an audio message provides the termination number to the caller.
2. **After the applicable period, the Metered Number will be disconnected and may be reassigned if not renewed.** You agree that we do not guarantee the number of calls to the Metered Number.
3. **Call Recording.** You understand and acknowledge that (a) **all incoming calls to the Metered Number will be recorded (b) you must opt out of Call Recording for recordings to cease** (c) the Call Recording is intended to make an electronic recording of all telephone calls made to the Metered Number for purposes of "quality assurance" and "customer service/training," (d) when a person (the "Caller") makes a call to you through any Metered Number, the Caller may be automatically advised using a recorded message that each call is subject to recording and monitoring ("Call Prompt Message") prior to the connection of the telephone call to your assigned call tracker number(s), and (e) you will be able to access the recordings for thirty (30) days after the call is received. **You agree that we have no responsibility for (a) the legality of recording, monitoring, storing, and/or divulging telephone calls and (b) the legality of the language used in the Call Prompt Message as these services and content pertain to federal, state, and local laws.** You shall not use the call recording to intimidate, harass, or otherwise violate the privacy or other rights of a Caller and a Call Receiver (as defined in Section 3). If we learn about any alleged misuse of the call recording feature, we reserve the right to terminate the totality of your use of the recording feature without prior written notice and without liability.
4. **Your Responsibilities.** As a condition of using the Call Recording, you expressly agree and acknowledge that federal, state, and local laws may require that you provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and /or other persons who are on the receiving end of the recorded telephone calls (the "Call Receivers"). You agree and warrant you are solely responsible for providing and/or obtaining all notices, consents and permission relating to Call Receivers, as required by applicable law. You may be required from time to time to certify in writing to us, and update this certification on a monthly basis, that all Call Receivers have been notified, have consented and have given permission to have their voice, identity, and call content recorded, monitored, stored, and divulged.
5. **Metered Number.** You authorize us to act as your agent in acquiring the Metered Number and grant us the exclusive right to receive all telephone call data arising from the Metered Number. We do not guarantee any specific exchange for the Metered Number. You understand and agree that callers outside your local directory area may incur a toll when calling the Metered Number, and that the Metered Number cannot accept collect



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calls. You agree that we have copyright ownership of all Metered Number, you cannot assign the Metered Number, and that ownership of the Metered Number cannot be transferred to you at any time during your Term. However, at the conclusion of your Term, you may initiate a number porting request by contacting your telco provider and requesting ownership of a Metered Number. Additional third party costs may apply. We will not block your porting request; however, we have no involvement in this process and make no representations or warranties about your ability to obtain the number, at what costs, or what will be required for you to take ownership.

6. Representations and Warranties. You will not cause or permit the Metered Number to be published or otherwise used in any other advertising medium, including, without limitation, other Internet advertising or in print directories, signs, business cards, flyers, direct mail, newspaper, or radio or vehicle messages. You are not permitted to change your local telephone service provider or any of the local telephone numbers to which the Metered Number are forwarded during the period we are providing the Call Tracking Service. We are not responsible for any failure of the Call Tracking Service resulting from your failure to comply with this section.
7. Access and Use of Results. You grant us and our third party vendors specific permission to administer, monitor, and access your call lines and recorded calls to provide reports to you, verify the call recording service, and for other administrative purposes, defined in our sole discretion. You also agree that we may use, disclose, and publish, at our discretion, all Call Tracking information and results arising from the Metered Number. You may not disclose to any third party the existence or terms of this Agreement or the results arising from the Metered Number.
8. Limitation of Liability. We shall not be liable or responsible for any failure, outage, or other circumstances that may cause any or all of the telephone calls to the Metered Number not to be received, recorded, monitored, divulged, and/or saved at all and/or as planned, including but not limited to privacy-rights liability, consequential damages, lost profits, or loss of any other interest that may occur, directly or indirectly.
9. Remedies. If you breach these terms and conditions or the Marketing Services Agreement, including payment obligations, in addition to all other remedies available to us under the Marketing Services Agreement, you will forfeit the right to receive calling data relating to the Call Tracking Service and we may disconnect the Metered Number and/or require you to reimburse us for all Metered Number charges for the Metered Number and our other expenses associated with providing the Call Tracking Program. Such rights shall be in addition to all rights and remedies available to us under law or equity. You shall defend, indemnify, and hold harmless Dex Media, its affiliates, and its agents (including employees) from any and all claims, liabilities, and/or damages (including, but not limited to reasonable attorneys' fees and costs) that arise from or relate to your use or misuse of the Call Recording feature.