



Services Agreement Terms and Conditions

Thank you for doing business with DexYP. We look forward to serving you now and in the future. As you read these terms and conditions, you will need to understand the meanings of a few key words. We've tried to keep the terms simple, but please make sure you read these terms and conditions in their entirety.

1. Definitions:

- a. "You" means the individual or business entity listed in the Order Section of your Services Agreement.
- b. "We," "us" and "our" means Dex Media, Inc. doing business as "DexYP."
- c. "Print Services" means advertising in our print directories or other printed non-directory services.
- d. "Digital Services" means services we provide that use various software supported services to manage your business and connect with customers and/or digital media to generate customer leads for you, including but not limited to, websites, online presence, local business automation services, customer management and messaging tools, online and mobile search, display and social ads solutions, online yellow pages directories, voice based search platforms, pay-per-click, and related services. Digital Services may be provided by DexYP directly or through our owned and operated websites and applications ("DexYP Sites") or by making such Digital Services available to you in our digital platform or other user interface or portal (collectively our "Digital Platform").
- e. "Listing" means our compilation of information about a particular business that contains certain fields of data, including the telephone company's standard data set.
- f. "Service" or "Services" means, individually or in combination, Print Services, Listings, and/or Digital Services.
- g. "Service Terms" are service-specific terms, incorporated here by reference, that govern certain Services ordered. These terms are located at <https://www.dexyp.com/terms/>.
- h. "Order" or "Order Section" is the section of the Services Agreement that includes a list of the Services ordered, prices and Initial Term.
- i. "Initial Term" is the fixed initial period of time we will provide the Services.
- j. "Renewal Term" is the fixed or variable term that occurs following the Initial Term.
- k. "Issue Period" is the time during which a print directory is published, distributed, circulated or otherwise made available for public use, before it is replaced with a subsequent issue or discontinued.
- l. "Est. Start/Pub Date" is the estimated date we will begin providing your Services.
- m. "Launch" means the first date that we begin providing your Digital Services. For some Services, these dates can be impacted by your participation.
- n. "Agreement Date" is the date you sign this Agreement (including via electronic or the equivalent, as applicable) or orally consent to this Agreement using our voice verification recording system.
- o. "Limited Inventory Items" are specialty items described further in Section 19.
- p. "Client Content" means content you, or any person(s) acting on your behalf or using your password or account, supplies to us, posts, or makes available for use in your Services.
- q. "Monthly Investment" is the dollar amount you agree to pay each month for the Services.
- r. "Close Date" means the last date we will accept a change or a cancel request for Print Services. See Section 4.a.
- s. "Bundle" means two or more Services that are sold together and are priced as a unit, potentially at a discount versus individual Services.

2. **Order** By signing the Services Agreement, by recorded oral agreement (herein so called) or by using our Services, you are agreeing to these Terms and Conditions as well as all applicable Service Terms. Our performance under the contract will constitute acceptance of the Order. We may cancel your Order or individual Services without notice at any time for any reason. In addition, if we discontinue providing a Service, either before or after the Service Pub Date or Launch, we may substitute a substantially similar Service with or without notice.

3. **Notices/How to Contact Us.** All notices must be in writing and mailed by U.S. mail or overnight carrier to: DexYP, 1615 Bluff City Hwy, Bristol, TN 37620 or sent digitally by going to www.dexyp.com/contact-us, and completing the requested information in the "Send us a Message" section. Cancellation notices must include your business name, telephone number, and address. For questions about this

Agreement or Services, please call Client Care at 844-DEXMEDIA (339-6334).

4. **Print.** If you ordered Print Services, this section applies.

a. **Term/Revision/Cancellation/Automatic Renewal.**

- i. Issue Periods typically range from 6 to 18 months for each directory with most directories being 14 months. However, if the edition is the last version placed into publication in a market, the Issue Period can range up to 24 months. Issue Periods described in the Order Section are estimates and not guaranteed dates. **You agree that we may, at any time and without notice to you, increase or decrease the Issue Period by up to six months.**
- ii. **You may revise or cancel your Order for Print Services (except for Limited Inventory Items), by the later of the Close Date or three business days after the Agreement Date. Limited Inventory Items must be cancelled within three business days after the Agreement Date.**
- iii. If required by law to notify you in advance, we will attempt to contact you either by mail or email regarding the renewal of your Print Services. Otherwise, we may automatically renew your Print Services without notice. If we do not receive a written cancellation notice from you by the Close Date, we may automatically renew your Print Services, except for Limited Inventory Items (Section 19), in the next subsequent issue. You are responsible for obtaining the Close Date by calling Client Care at 844-DEXMEDIA (339-6334). You agree that the then-current undiscounted rates and terms and conditions will apply to automatically renewed Print Services.

b. **Proofs.** We will make a reasonable effort to provide you with proofs; however, we do not guarantee that you will receive proofs of

your Services. If we do provide proofs in time for modifications, you must notify us in writing of any changes/errors before the deadline we set. Otherwise, we will publish the Print Service as shown and no adjustment will be made. Colors, contrast, photos, font, graphics, and other features may appear differently in the published Print Service and no adjustments will be made for those differences.

5. Digital Term/Revision/Cancellation/Automatic Renewal. If you ordered Digital Services, this section applies.
- Unless otherwise provided in the Service Terms, the Initial Term for Digital Services is 12 months or such other period as is set forth in the Order Section of this Agreement.
 - Unless otherwise provided as to your specific Service, you may revise or cancel your request for Digital Services, within 3 days after the Agreement Date.**
 - Your Digital Services will automatically renew for successive one-month terms unless we receive written cancellation notice at least 30 days before the end of the Initial Term or any Renewal Term. If these items automatically renew, they may not appear on successive contracts or confirmation letters. You agree that the then-current undiscounted rates and terms and conditions will apply to automatically renewed Services.**

The following sections apply regardless of the Services ordered.

6. Charges/Billing. For the period we provide the Services, you agree to pay the Monthly Investment amounts and for automatic Renewal Terms, to pay the then-current undiscounted rates. You also agree to pay any one-time charges listed on this Agreement and any taxes due. You will receive one annual invoice if your total monthly spend is less than \$25.00. If your total monthly spend is greater than \$25.00 and you elect a monthly billing option which is not scheduled for automated electronic payment (credit card or debit transaction) or you elect paper billing, you agree to pay a monthly invoicing fee equal to \$5.00. At any time you transition to invoice billing, we may reinstate the monthly invoicing fee. You agree that we may bill you and you agree to pay for Services provided. If a Print Service Issue Period is increased or decreased, charges will continue or stop accordingly. If an Issue Period is increased and your Print Service is part of a Bundle, you remain responsible for the full price of the Bundle should we elect, in our sole discretion, to extend any Digital Service in the Bundle to align with the extended Print Service Issue Period. In addition, billing for provided Print Services may continue after we distribute the next issue.

7. Payment Terms. You agree to pay all charges in full by the due date shown on the Order Section or your invoice. You agree that you may not withhold any payment for any reason, including any dispute between you and us. We may require full or partial advance payment prior to providing any Service. You authorize us to review your credit history and to obtain your credit report, and you agree that we may report to credit reporting agencies your failure to make payments as required by this Agreement. We may apply payments from you, or monies owed to you, toward amounts owed under this Agreement or any other amounts you owe us. If you have elected to pay by credit card, we will bill the card automatically at the start of each billing period. You agree to ensure your credit card is kept current and operable throughout the term. By providing us your credit or debit card number or bank account information for payment purposes, you authorize us to charge single or recurring payments electronically via the credit or debit card you provided or make automatic debits via ACH to your bank account provided, in the amount of your one-time charge or Monthly Investment, until automatic payment is cancelled by you.

8. Late Charges. We will assess, and you agree to pay, late charges on account balances not paid by the due date (including balances accelerated under Section 8). Late charges will begin to accrue after the due date at a rate equal to the lesser of 18% per annum or the highest lawful rate. In addition, if you submit a check or draft that is dishonored for any reason, you agree to pay, in addition to the face amount of the check or draft, a service fee in an amount equal to the highest lawful amount.

9. Our Remedies. **If you do not pay all charges by 30 days after the due date, fail to meet any other obligation under this Agreement or under any other agreement between us, or make any Client Representation or warranty that is or becomes untrue, we may, without notice: (i) require you to pay immediately all unpaid amounts you owe and will owe for all Services for the entire term of this Agreement; (ii) remove your Print Services from any publication that has not published; (iii) remove, suspend, or modify your Digital Services; (iv) suspend or terminate any Service without liability (v) recover all collection costs and attorneys' fees; (vi) redirect to another company (possibly a competitor) or permanently or temporarily disconnect the unique tracking telephone numbers appearing in your Service; and (vii) pursue any other available legal or equitable remedies. If we receive notice from another party contesting your right to use or display a name, trademark, service mark or other content, in addition to the remedies above, we may, without liability to you, cancel or reject the Services until you have resolved the dispute with the other party to our satisfaction.**

10. Limitation of Liability/Disclaimers. You agree to review the Services immediately after their publication or provision and to notify us in writing of any errors or omissions no later than 30 days after the error is first published or displayed or the Services omitted. You agree that we may provide free advertising or make goods pursuant to our then-current policies instead of a refund or credit to your account, and that we will have no liability with respect to any Services provided to you at no cost. The total aggregate liability for us and our affiliates for errors in or omission of Services, negligence, any breach of this Agreement, and any other cause of action or wrongful act is limited to, and shall in no event exceed, the lesser of (a) the amount by which the value of the Service(s) was/were diminished, or (b) the amount you have paid for the Service(s) giving rise to the liability (the "Liability Cap"). We and our third-party service providers are not liable for consequential damages, punitive damages, incidental damages, or damages for harm to business, lost revenues, profits, or goodwill, or any other special damages, whether the claim is based on negligence, breach of contract or express or implied warranty, strict liability, misrepresentation, statute, tort, or any other theory of recovery, even if you or we knew such damages could or may result. We disclaim any obligations, representations, or warranties, whether express or implied, that are not expressly set forth in this Agreement including any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, we and our third-party service providers do not warrant and you expressly disclaim any reliance on any statements or representations, including estimates, not contained in the Agreement, including without limitation the number of responses to your Services, the number of persons who will view your Services, or any other business benefit. The limitations in this Section shall apply notwithstanding any failure of essential purpose under this Agreement. We are not liable to you for any deviation from or change in our policies, practices, and procedures, including without limitation those regarding the placement, position, or location of Services, headings, or categories.

11. **Waiver of Class Action and Jury Trial and Consent to Binding Arbitration.** In any legal proceeding relating to this Agreement, the parties agree to waive any right they may have to participate in any class, group, or representative proceeding and to waive any right they may have to a trial by jury. Any claim, controversy, or dispute that arises under or relates to this Agreement (other than claims to collect amounts you owe), including any dispute regarding any Listing or Service, any omissions, incorrect phone numbers or other errors, and any Service placement concerns, shall be referred by the aggrieved party to **binding arbitration under the Commercial Rules of the American Arbitration Association. The arbitration shall occur in Dallas County, Texas unless we mutually agree to another location. All Digital Ads and/or Services shall be deemed to have been provided in Texas. The arbitration hearing shall be held within 6 months after the filing of the arbitration demand with the AAA.**

12. **Services/Publication/Distribution.** We reserve the sole right to determine (and may change at any time without notice to you) the design, content, size, geographic coverage, distribution, and appearance of, and the types of advertising offered in, our publications and our Digital Platforms and how, where, how many, when, and whether they are published, distributed, reissued, or displayed. We may reject all or any portion of the Services at any time and for any reason (even if previously approved). If rejected, we will, as our sole obligation, refund any advance payments for that Service. If we receive allegations of copyright or trademark infringement, we may remove the disputed content immediately. We may change each name, street address, Internet address, and telephone number or any other content to conform to our standards, practices and policies or the policies of any third party on whose site, platform or network any Service is published. We may publish the Services of any other advertiser at any time and at any location in our publications and in our Digital Platforms. We may redirect calls arising from Services of other advertisers to you in our discretion.

13. **Third Party Vendors.** We may have third party vendors who assist us in providing your Services. You grant us and our third-party vendors or service providers specific permission to provide, administer, monitor, track and access your Services for any administrative purposes we deem appropriate. In addition, we have full flexibility to modify our vendor relationships at any time.

14. **Call Tracking and Call Record.** If you purchase or your Services are supplemented with a Call Tracking Program, you understand that calls placed to this number will automatically be recorded. To opt out of the recording service you must contact Client Care. Please review additional terms and conditions related to Call Tracking and Call Recording at www.dexmedia.com/terms.

15. **Service Placement.** Except for Services we designate as limited inventory advertising or Services that have a placement guarantee identified in the Service Terms, we do not guarantee the placement or position of any Service (or the Service of any other client) on or within any publication, the Digital Platforms or any page, cover, or heading and will not provide any adjustments on claims relating to placement for any Service.

16. **Client Content.**

- a. You have and/or will submit to us, our affiliates, or our third party vendors Client Content which may include photos, images, video footage, logos, text and/or artwork to include in your Services and/or to be used in connection with a Service.
- b. You represent you have the unrestricted right and authority to use the Client Content in any media or medium and in any Service and give us the rights granted for such usage. If the content was created by a third party, you must have written permission to use the content in your Service, media or medium and to give us the rights granted for such usage.
- c. If the Client Content includes the name or a photo or other image or likeness of a person or persons, you have obtained from each such person (or from the parent or lawful guardian of any person who is under eighteen (18) years of age) the unrestricted and perpetual right to use the name, photo, or other image or likeness in the manner contemplated by your Services, and to grant us the rights granted under such agreement.
- d. You acknowledge that each submission of Client Content that you make to us or our affiliates, be it offline or online, is made subject to these representations.
- e. You grant us, our third party associates and their third party associates a perpetual, royalty-free, sub-licensable, non-exclusive, fully-paid, worldwide, irrevocable right and license to store, 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. You are solely responsible for the Client Content and will produce and deliver all Client Content in accordance with our then current guidelines, procedures, technical requirements, and deadlines. If you fail to comply, we may cancel or suspend your Services.

17. **Our Rights in Content/Copyright/Trademarks.** If we create or supply any content for your Services or design your Services, the content and the Services we create are our sole and exclusive property, except for Client Content and content we license from a third party. We may supply such content to other Clients. You agree that you have no right to use that content or the advertising developed with that content in other advertising or materials or in any other way, or to permit others to use the advertising or content unless the Service Terms specifically grant you that permission. You also agree that to the extent you permit us, including orally or by posing for a photo, to record your likeness and/or voice in any medium, then you grant us the right to edit, use, publish, distribute, or display your likeness and/or voice, in whole or in part, for any lawful purpose in relation to your Products or your purchase or use of your Products, in any manner and medium, including but not limited to, advertising, publicity or promotional material online and in print. You agree that we own the copyright in, and all copyrighted portions of, each print publication and Digital Service and the DexYP Sites and Digital Platform. You agree not to use or alter any trademark, trade name, trade dress or any name, picture or logo that is commonly identified with us or our affiliates unless permission is granted by us in writing.

18. **Client's Representations.** You represent and warrant that: (i) you have the unrestricted right to use, and to grant the licenses you grant in this Agreement with respect to, all Client Content and that your licensing of Client Content to us will not infringe any third party copyright or trademark rights; (ii) you and your Services will comply with all applicable laws, orders, codes, regulations and requirements ("Laws"), 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, industry membership logos, or other branding in your advertisement(s), you are and will remain either a member in good standing or comply with all the rules and/or terms of use of each social media platform or organization represented with logos and/or branding in your advertisement(s); (v) you will comply with our digital privacy policy and terms of use as applicable (vi) you have not requested, and will not use, the Services, or our Digital Platform for any unlawful purpose or business; (vii) you have not violated

any contractual or legal obligation by signing this Agreement and requesting us to publish any Service; and (viii) you are or represent the business related to the Services listed above (collectively, your "Client Representations"). **You will notify us immediately if any of the above becomes inaccurate.**

19. Limited Inventory Items. If your Print Service is designated as a "limited inventory item" of which only a limited number of that item are available for purchase in our Print Services, and that limited inventory item is offered in the next issue of the print publication, you will have right of first refusal for that same item of advertising in the next issue of the same publication if you: (i) sign a new Agreement to renew the Service at the then current rate prior to the renewal due date we specify; and (ii) have paid all amounts due under this Agreement as of that renewal date. If you do not meet these requirements or if you cancel the limited inventory item, we may immediately offer the item to other interested parties. You may not assign, sell or transfer the right of first refusal granted in this Section. Please see your company representative regarding digital services.

20. Bundle & Credits. Notwithstanding anything else to the contrary in this Agreement, if you are sold two or more Services that comprise a Bundle and that Bundle is priced as a Bundle and not as individual products, should you decide not to use any one or more of such Service in the Bundle, or if you fail to provide content or anything else necessary to permit one or more Services in the Bundle to publish or perform as described, we may either charge for the payment of the full price of the Bundle in question per the pricing terms of the Bundle or charge for the individual Services at an a la carte rate. In addition, if you purchase a Bundle and make a change to any item in the Bundle, pricing may change. Once any item in your Bundle has published, no changes to the Bundles are permitted. Credits on your order include any discounts you receive related to incentives or claims.

21. Indemnification. You agree to defend, indemnify and hold us and our agents, representatives, third-party service providers, employees, and affiliates harmless from any liability or costs, including attorneys' fees and expenses, resulting from: (a) any breach of a Client Representation; (b) your failure to comply with all Laws; (c) any act, omission or fault of you or your employees, agents or contractors in connection with the Service; (d) any claim that the Client Content or other information provided by you violates any applicable law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right; (e) any communication through your Service or your collection or use of any information obtained through your Service or our Digital Platform; (f) any breach of any applicable export control laws; (g) any transactions initiated through your Services and any payment processing services. You will continue to be obligated by this Section even after the termination of this Agreement.

22. Governing Law and Jurisdiction. You agree that this Agreement will be governed by and construed in accordance with, and all matters relating to or arising under this Agreement will be governed by, Texas law without reference to the laws relating to conflicts of laws. Exclusive venue and jurisdiction for all claims and disputes that are not subject to arbitration pursuant to Section 11 shall be in the state and federal courts located in Tarrant County, Texas.

23. Entire Agreement. This Agreement constitutes the entire agreement between you and us and supersedes all prior agreements and representations, whether express or implied, written or oral, with respect to the Services noted herein. For clarity, this Agreement shall not supersede the terms of use or end-user license agreements applicable to any DexYP Sites or DexYP Platform for any separate use of or access to such DexYP Sites or DexYP Platform by you. In the event of a conflict between the terms of this Agreement and any applicable Service Terms, the terms of this Agreement shall prevail. In the event of a conflict between the terms of any pre-printed addenda and (i) this Agreement, and/or (ii) any applicable Service Terms, the terms of the pre-printed addenda shall prevail. You agree not to include any limiting endorsement on a check or other form of payment, and we may cash a check containing a limiting endorsement or accompanied by any limiting instruction without affecting your obligations or our rights. No terms included on a purchase order or any other form accompanying your payment shall be binding on DexYP. **Neither you nor any DexYP employee or agent, except the DexYP Legal Department, is authorized to change or add to this Agreement or any other documents that are part of this Agreement in any way, and any purported change or addition, whether oral or written, is void.**

24. Confidentiality. Each party agrees to preserve the confidentiality of all the terms of the Agreement, including all financial provisions, and any information it has received from the other party in the performance of the Agreement which is not publicly available. The parties acknowledge that during the course of the Agreement, a party ("Confidant") may acquire or otherwise gain access to the other's ("Discloser") proprietary or confidential information (collectively, such entity's "Confidential Information"). Confidential Information shall not include any information which is (i) otherwise publicly available through no fault of the Confidant, (ii) rightfully received from a third party in good faith on a non-confidential basis and not derived directly or indirectly from any breach of a confidentiality obligation, (iii) independently developed by the Confidant without use of Discloser's Confidential Information as evidenced by such party's written records or (iv) disclosed pursuant to the receipt by the Confidant of written permission from the Discloser to disclose.

25. Miscellaneous. This Agreement is binding on and for the benefit of you and your successors. We may assign this Agreement, but you may not assign any of your rights or delegate any of your duties under this Agreement without our prior written consent. Except as otherwise set forth in this Agreement, neither you nor we will lose any of our rights under this Agreement, even if you or we do not enforce a right or delay in enforcing a right. Neither party will be liable for any damages arising from acts of God or events outside of that party's reasonable control. If any provision of this Agreement is found to be unenforceable, the rest of this Agreement will remain in full force and effect. You agree that your acceptance of this Agreement, given electronically, will have the same legal effect as if this Agreement had been personally signed in writing by you. Our imaged copy of this Agreement will be deemed a duplicate original for evidentiary purposes.

26. Contact by Us. You agree that we have the right to correspond with you via telephone, mail, email or text at the contact numbers and addresses you provide. This includes, but is not limited to, promotional offers, terms and conditions, transactional communications, and renewal and unable to contact notices. You understand that by providing your phone number as a contact means, you consent to receiving periodic calls, including autodialed and/or prerecorded voice calls or text messages from us, regarding your account, account activity, appointment reminders, renewal notices, and any past due balance or debt owed to us at the number you provide, including if it is a mobile number, in addition to calls and texts advising you of promotions or offerings of related products and services. You understand that you are not required to consent to receive calls or text messages in order to purchase or use products/services from us. If you choose to revoke your consent, you understand you can do so by contacting Client Care. If you relinquish or change the telephone number provided, you agree to inform us no later than three (3) business days after doing so. All telephone communications with us or our authorized agents may be monitored or recorded.