

## Tracking Service and Call Record Terms and Conditions

If you use a Service that includes tracking services, you agree to the following additional Tracking Services and Call Record Terms and Conditions.

- 1. Tracking Services.** Some forms of advertising may require or be enhanced by the use of certain types of mechanisms (each a “**Tracking Mechanism**”) that are designed to measure or collect information about end user interaction with the Services. Tracking Mechanisms that may be provided by or used by us with your Services may include (i) a provisioned phone number acquired by us and inserted in your Services (each a “**Call Tracking Number**” or “**CTN**”), that forwards incoming callers through to your primary business telephone line and enables us to measure the number of incoming calls to your business resulting from the Services and provide you with additional information regarding these incoming calls, (ii) customized or re-direct URLs that direct to your website or landing page and enable tracking of website visits, and/or (iii) any form of tracking pixel, code, JavaScript, cookie, web beacon, bar code or similar functionality placed in the ad or website, in each case designed to collect relevant information about end users who interact with the applicable Services. Information collected about end users viewing or interacting with your Services through the Tracking Services may include information describing the end user, or such end user’s online search behavior, including information relating to the timing, nature and extent of the end user’s interaction with the Services, or other information of this type (“**Tracked Information**”).
- 2. Call Tracking/Robocall Reduction Methods.** Use of a Call Tracking Number in your Services enables us to measure and report to you the number of incoming calls to your business resulting from the Services, provide you with additional information regarding these incoming calls, and attempt to reduce the number of unwanted spam or robocalls coming in to your business. We will forward or direct to the business telephone number that you provide us, all incoming calls made to the Call Tracking Number, unless (a) you request that we block delivery of certain incoming calls or (b) we determine that the incoming call is likely an unwanted spam or robocall. You acknowledge that accepting Tracking Services means that you authorize us to take measures to reduce the number of spam calls or robocalls that come in to your business via the Call Tracking Number and to not deliver to your business such calls that are determined, through use of our analytics systems and screening methods, to likely be unwanted spam or robocalls. Specifically, you acknowledge and agree that we may, but have no obligation to, insert an Interactive Voice Response, or IVR, process into the flow of incoming calls from the Call Tracking Number to your business number, in which the incoming caller would be required to actively push button(s) in order to continue the call and have it ring through to your business phone number. Forwarding of the Call Tracking Number to your business phone number will deactivate upon cancelation/expiration of the Service for which Tracking Services were used. Thereafter, we may, but are not required to, provide a 30-day “reference of calls” feature wherein an audio message provides the actual business number to the caller. After cancellation/termination of the Services for which Tracking Services were used or the reference of calls period, as applicable, the Call Tracking Number will be disconnected or the incoming calls to it redirected to another business of your type, and/or the Call Tracking Number may be reassigned to another business, which may be a business of your type.
- 3. Call Tracking Number.** You authorize us to act as your agent in acquiring or provisioning the Call Tracking Number for your use with the Services and grant us the exclusive right to receive all telephone call data arising from the Call Tracking Number. We do not guarantee any specific exchange for the Call Tracking Number. You understand and agree that callers outside your local directory area may incur a toll when calling the Call Tracking Number, and that the Call Tracking Number cannot accept collect calls. You agree that, as between us, we have all right and license in and to the Call Tracking Number, but that ownership of the Call Tracking Number cannot be transferred to you by us at any time during or after the Term of your Services. You will not cause or permit the Call Tracking 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, and you cannot assign or transfer the Call Tracking Number to a third party. If you change your local telephone service provider or change or disconnect any of the business telephone numbers to which any Call Tracking Number is forwarded during the period we are providing the Tracking Services, you agree to inform us as soon as practical, and preferably before just change takes place. We are not responsible for any failure of the Tracking Service resulting from your failure to comply with this section on notice of changes. You agree that we do not guarantee the number or quality of calls to the Call Tracking Number.
- 4. Call Recording.** You acknowledge and agree that (a) **all incoming calls to the Call Tracking Number will be recorded** and the recordings made available to you to play back, only for a limited period after

the call is received, **(b) you must opt out of Call Recording by contacting Customer Care for recording to cease**, (c) the Call Recording Service is intended to make an electronic recording of all incoming telephone calls made to the Call Tracking Number so that you (and we, as applicable) can use it to monitor quality, assess and improve performance of services and customer service, and provide insight for training purposes, so you agree to use the call recordings only for these purposes, (d) when a caller makes a call to you through any Call Tracking Number, the caller may be automatically advised using a recorded message that each call is subject to recording and monitoring for the above purposes ("**Call Record Notification Message**") prior to the connection of the telephone call to your business number(s), (e) you shall bear full responsibility for informing and obtaining the consent and permission, as necessary per applicable federal, state and local laws, of any person (including any employee, contractor, temporary worker, agency or other person or service) who answers incoming calls on behalf of your business that such calls are being recorded. You acknowledge that you may be required to certify in writing, and provide periodic updates of, your compliance with any consent requirements regarding those who answer your incoming phone calls.

5. **Sensitive Information**. The Call Recording Service is not intended for the collection and storage of social security numbers, driver's license numbers, financial account numbers, personal or confidential financial information, payment card information, PHI or ePHI (as defined in HIPAA), or any other similarly sensitive information ("**Sensitive Information**"). You may not solicit Sensitive Information from a caller when a call is being recorded pursuant to the Call Recording Service. It is your obligation to monitor all Call Recordings for the appropriateness of the information collected and to take measures to ensure that Sensitive Information will not be recorded or stored as part of the Call Recording Service. If you learn of any Sensitive Information on a Call Recording, then you must immediately cause that Sensitive Information to be deleted, and take measures to alert us not to continue to store such Call Recording.

6. **Authorization and Use of Other Tracking Mechanisms**. As applicable to the Service in which Tracking Services are used, you authorize and give full permission and consent to us to install, implement, use, and enable, as applicable, in any Service, certain Tracking Mechanisms, and to permit us to collect, use and store information collected via the Tracking Mechanisms. You agree to cooperate with us as required to enable the Tracking Mechanisms.

7. **Access to and Use of Tracking Results**. You grant us and our third party vendors specific permission to administer, monitor, and access your Call Tracking Number and Call Recordings and use the Tracked Information to provide reports to you, verify and assess the quality of the Call Recording Service and the Services, and for other administrative purposes, in our sole discretion. You agree to treat as confidential any personally identifiable information provided to you or contained in the Call Recordings or reporting that results from your use of the Tracking Services.

8. **Limitation of Liability**. You agree that we have no responsibility and shall not be liable for (a) the legality of recording or monitoring telephone calls in accordance with these terms, or any use you make of the recordings of telephone calls, including downloading, storing or divulging the Call Recordings; (b) whether the language used in the Call Record Notification Message complies with all federal, state, and local laws, (c) any Sensitive Information collected on any calls, or any claims or actions arising as a result of the recording or storing of such Sensitive Information; or (d) the inadvertent blocking or failure to forward incoming calls that were not actually unwanted spam or robocalls. 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 Call Tracking Number not to be received, recorded, monitored, divulged, and/or saved at all and/or as planned, including but not limited to any alleged violation of privacy rights, consequential damages, lost profits, or loss of any other interest that may occur, directly or indirectly.

9. **Remedies**. You shall not use the Call Recording to intimidate, harass, or otherwise violate the privacy or other rights of a caller, and if we learn of 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 to you. If you breach these terms and conditions or the Services Agreement terms and conditions or those of any Service we provide to you, including payment obligations, then you will forfeit the right to receive Tracked Information relating to the Tracking Service and we may disconnect the Call Tracking Number and/or require you to reimburse us for all Call Tracking Number charges for the Call Tracking Number and our other expenses associated with providing the Tracking Services. Such remedies shall be in addition to all other rights and remedies available to us under law or equity. You shall defend, indemnify, and hold harmless us, our affiliates, and our 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 Tracking Services, including the Call Recording feature.