

## Extended Search Solutions Ads Terms and Conditions

Jan 2020

If you have ordered Internet Extended Search Solutions (“ESS”) Services- Basic, Plus or Premium packages, you agree 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 Services Agreement.

- 1. Extended Search Solutions Ad Services.** All ESS packages include the creation of your business profile on our Company Sites. Your profile will include your business name, street address, city, state, zip code, phone number, categories (up to max of 5, subject to limitations on combining certain restricted categories), and any ratings and reviews entered by users of our Company Sites or other sites from whom we obtain reviews for publication on our Company Sites, and may include any of the following that you provide us with information or Client Content to populate: website link, email address, business description, business-provided photos and videos, coupons, hours of operation, products, services, and additional content elements such as affiliations, certifications, payment options, years in business, minority ownership status, and languages spoken. Available product features include a tagline, different geography types (reach) for purchase based on the service area of your business, a Call-to-Action icon and Tracking Services. Changes to Basic, Plus and Premium packages’ purchased geography type (reach) are not permitted with the exception of changing the cities inside the geography type. The Basic, Plus and Premium packages include optional Tracking Services, which includes call tracking and call recording, subject to our [Tracking Service and Call Record Terms](#). **You will automatically be opted in to the call recording services unless you advise us otherwise.**
- 2. Limited Inventory Downgrade.** If you purchase either a Priority Local Listing or Diamond Tile and the item is no longer available at the time of publication, we reserve the right to move the item to a Platinum Banner ad. If you purchase a Mobile Premier Listing, and the item is no longer available at the time of publication, the item will be cancelled.
- 3. Multi-Media Distribution.** You grant us and our affiliates the absolute, non-exclusive, irrevocable, royalty-free, worldwide, unrestricted license to grant third parties (through multiple tiers) a sublicense to exercise all or any portion of the rights granted us in the Services Agreement (“Licensed Rights”) and to grant third parties the right and authority to grant other third parties a sublicense to the Licensed Rights (which may be further sublicensed by and through multiple tiers of sublicensees). The license granted in the preceding sentence will be in effect during the term of the Services Agreement and for as long as any materials containing Client Content remain in circulation, and will be perpetual as to any business name, address, phone number and other basic listing information included in any Client Content.
- 4. Appearance.** The size, color, font, highlighting and arrangement of enhanced listing items in Digital Services may be different from that appearing in any sales collateral or copy sheet and from web page to web page, and the associated listing’s enhancements may be omitted as a result of a distribution affiliate’s or user’s browser settings or hardware, software or system limitations or the manner in which the listing is transferred to any third party prior to its display to the user.
- 5. Change in Specifications.** We may change the specifications of your Digital Services at any time upon written notice. If the change to your Digital Services is material, you may cancel such Digital Services, as the case may be, by giving us written notice as specified in Section 3 of the Services Agreement within thirty (30) days following the date of our notice.
- 6. Our Rights.** You agree that: (i) we may truncate, edit, refuse, reject or exclude from any use in connection with your Digital Services any content we obtain or links we establish under the licenses you grant us in the Services Agreement; (ii) we may modify, expand, or utilize data within, augment content from, or add links to your Digital Services, website, business profile, or other materials you provide to develop searchable and user value-add data that may appear in response to searches by end users; (iii) we and our contractors may use search algorithms and other methods to map end user search terms to categories and keywords that you select; and (iv) the search terms in response to which your Digital Services may appear on the Digital Platform may differ from the specific categories and keywords that you selected.
- 7. Links.** If your Digital Services contain links, you: (a) grant us and our sublicensees a royalty-free unrestricted right and license to establish those links and to cause the link(s) to open new browser window(s) and publish the website(s) designated by the link(s) within such window within your Digital Services;

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(b) represent and warrant that (i) you have the right and authority to grant the foregoing right and license and that the foregoing does not infringe on any copyright or any other right of any other person, and (ii) all copy and content of all websites to which your Digital Services link complies with all applicable laws and regulations; and (c) grant us a royalty-free, worldwide right and license, solely for the purposes described in this Services Agreement, (i) to access, index, cache, and display the websites to which your Digital Services link, including by any automated means such as web spiders or crawlers, (ii) to create and display copies of any text, graphics, images, audio, video, and all other material included on such websites, (iii) to create and display thumbnail and full-scale copies of any images or video included on such websites, and (iv) if you select call tracking services, to duplicate such websites, modify them to include a unique telephone number, and link your Digital Services to the modified websites.

8. Additional Disclaimers. We do not warrant that our Digital Platform, any ancillary service, or the Digital Services will be uninterrupted or error free, or warrant any connection to or transmission over the Internet. We make no warranty and will have no liability relating to services provided by third parties or the functionality or content of any website or application not owned by us. Except for Digital Services we designate as limited inventory advertising, ranking or placement on Company Sites is based primarily on the relevancy to the search query and the content associated with the Digital Services. Additional factors that may affect ranking or placement include the type and amount of advertising purchased, bid amounts and/or the legacy tier placement associated with the advertising product.

9. Security/Digital Transactions. You are responsible for ensuring the security of all passwords we provide you. You also are responsible for all acts and omissions of your password users. You agree that **the conduct of any password users in clicking on any on-screen buttons, or engaging in any other similar conduct, will be legally sufficient for all purposes to bind you to the same extent as though evidenced by your original signature. You waive all claims or defenses that are inconsistent with the foregoing acknowledgements.** We may revoke your password or deny you or any password user access to any back office functionality, in whole or in part, at any time in our reasonable discretion. You acknowledge that the server space on which your Digital Services are hosted, and the Internet connections through which any transactions are conducted in connection with e-commerce enabled advertising, will be unsecure.

10. No Spam Policy. You agree not to use your Digital Services for the posting or sending of, or include or reference any domain name(s) or URL(s) associated with your Digital Services in, unsolicited commercial advertising, email, information, announcements, or other messages or any other unsolicited distribution commonly considered to be "Spam." We may detect, manage, and eliminate Spam from your Digital Services.

11. Compliance with Laws; Security; Legal Investigations. You agree not to use or permit others to use your Digital Services in ways that (i) violate any applicable law or regulation or any of our policies, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment of our network or other networks. You agree to comply with all applicable export laws and you represent and warrant that you are not a prohibited entity on any governmental export control list and will notify us immediately if you are placed on any export control list. You agree to cooperate with us and provide requested information in connection with all security and use matters relating your Digital Services and to notify us promptly if you suspect unauthorized use of your Digital Services or of your User ID. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Such cooperation may include the provision of account or user information or email and monitoring our network and/or the networks of our third-party licensors, suppliers and providers.

12. Spam/Bot Filtering/Virus Protection. Without limiting the generality of Section 10 of your Services Agreement, we make no representations or warranties regarding the features or effectiveness of any spam or "bot" filtering or virus protection services that may be provided in conjunction with your Digital Services.