

Online Listings Management Terms and Conditions
Rev. July 2019

If you have ordered Online Listings Management (the "Service"), 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. **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:
 - [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 Initial Term or any Renewal 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. **Ownership and Access Rights.** The Service is our proprietary work and/or the proprietary work of our various third-party licensors and partners. We hereby authorize you, during the term, to access and use the Service solely in connection with your legitimate business needs and as provided in your Services Agreement/Order. This license will terminate in the event the Services Agreement expires or is terminated pursuant to Section 5 of the Services Agreement, in which case you will immediately cease any further use of the Service.

4. **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.

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 Services Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our trademarks 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.

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7. Additional Disclaimers/Limitation of Liability. **THE SERVICE AND ANY OTHER SERVICES PROVIDED BY US IN CONNECTION WITH THE AGREEMENT ARE SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT UNDER APPLICABLE LAW, WE MAKE NO, AND DISCLAIM ALL, WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), GUARANTEES, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR OTHERWISE. THE SERVICE AND OTHER WEBSITES, DATABASES AND/OR THIRD-PARTY PROGRAMS CONTAINED WITHIN THE SERVICE MAY CONTAIN BUGS, ERRORS, PROBLEMS AND/OR OTHER LIMITATIONS. WE HAVE NO LIABILITY, WHATSOEVER, TO YOU OR ANY THIRD PARTY, FOR ANY OTHER PARTY'S SECURITY METHODS AND PRIVACY PROTECTION PROCEDURES AND/OR ANY PARTY'S USE OF, OR INABILITY TO USE, COMPANY WEBSITES, DATABASES AND/OR PROGRAMS. WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, THAT ANY OTHER PARTY'S SECURITY METHODS, PRIVACY PROTECTION PROCEDURES AND/OR ANY PARTY'S USE OF OUR WEBSITES, DATABASES AND/OR PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL WE OR ANY LISTING PARTNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THE AGREEMENT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE, OR CONSIDERED IN BREACH OF THE AGREEMENT, ON ACCOUNT OF A DELAY OR FAILURE TO PERFORM UNDER THE AGREEMENT, AS A RESULT OF CAUSES OR CONDITIONS THAT ARE BEYOND OUR CONTROL.**