

ESS Pro Terms and Conditions

If you have ordered Extended Search Solutions (“ESS”) Pro, 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. Unless otherwise agreed in writing, the initial minimum Term of ESS Pro will be 12 months, and thereafter will automatically renew on a month-to-month basis unless cancelled by submitting a **written cancellation notice at least 30 days before the end of the initial term or any renewal term**. ESS Pro includes optional Tracking Services, which includes call tracking and call recording, subject to our [Tracking Terms](#). As set forth in the Tracking Terms, you will be automatically opted in to the call tracking and call recording services. You may opt-out of call recording by contacting Customer Care (calls do not need to be recorded for the effective use of call analytics to determine likely call quality). You agree to fully cooperate, as necessary, in the fulfillment of your ESS Pro program.

- 1. ESS Pro.** This solution is designed to acquire, provide, and report potential engagements with your business within a set monthly budget range, utilizing various types of advertising and media sources as needed to fulfill and optimize delivery toward an annual (or semi-annual, if so specified) estimated or target number of Impressions or Clicks. “Impressions” occur when an advertisement or any other form of digital media renders on a user’s screen. Impressions are not action-based and are merely defined by a user potentially seeing the advertisement. “Clicks” occur when someone clicks your ad, listing or image.
- 2. Impression and Clicks Estimates.** We will optimize your ESS Pro program within your monthly budget and attempt to pace delivery of Impressions and Clicks towards your annual target amount, averaged over 12 months, and delivered monthly during your ESS Pro term. However, the actual number of Impressions and Clicks delivered from month to month will likely vary, as external circumstances - including seasonality, fluctuations in consumer demand and other market factors - may affect lead delivery in a given month. The Impressions and Clicks estimate applies to the ESS Pro solution as a whole and not to any individual campaign or service that may be used as a fulfillment source for ESS Pro. The number of Impressions and Clicks predicted to be delivered by your ESS Pro program is an estimate and not a guarantee of specific performance. In the event of material underperformance of your ESS Pro program, we will, in good faith, use commercially reasonable efforts to adjust campaign parameters, and/or the media budget, to optimize the program, but no refunds or makegoods will be provided under normal circumstances.
- 3. Fulfillment Terms and Management Authorization.** By purchasing ESS Pro, you consent to and authorize our placement of various types of advertising Services for your business which may include online or mobile display advertising, social ads, dynamic search, Search Engine Marketing (SEM), digital Yellow Pages directory-type advertising, direct mail, quote request services, or other types of marketing, and to placement in any media channel or on any property, which may include publication to our owned and operated print and digital/mobile media properties as well as potential distribution to third-party properties, services and websites, including ad networks, social sites and search engines. We disclaim all liability in connection with the functionality or content of any website or service not owned or operated by us. You agree that we may add, remove or change the types of advertising Services and types of media on which we spend the media budget from your ESS Pro program at any time in our sole discretion in order to optimize your campaigns overall for delivery of Impressions and Clicks. We may also add, remove or change the potential media used to fulfill ESS Pro at any time in our sole discretion. And we may modify the content or size of any advertisement, or any category, keyword or other parameters of your Services to conform to the requirements of, or utilize the features of, a third-party site or lead channel. In addition to the general provisions herein, you agree to the terms and conditions that govern of any of the potential types of media sources we may use to fulfill your ESS Pro solution, as applicable to your ESS Pro program, which terms and conditions include, without limitation, those on the following pages related to Display and Social Ads, SEM) and Internet directory advertising.

Our provision of the ESS Pro solution may encompass various methods of fulfillment, including media sources and ad types that may be similar to those used in various services and products also offered on an individual, standalone basis by us, but for ESS Pro, the selection and use of any of these media sources, and the allocation of media spend to all or any particular type of ad or media shall be entirely at our sole discretion. We cannot and do not guarantee any particular placement or use of any particular media. You acknowledge that ESS Pro may

encompass a broad variety of media, and you waive any potential claims that advertising placed to fulfill ESS Pro conflicts with or duplicates any other advertising you may conduct, or which may be conducted on your behalf by an agency or other third party. You authorize us to manage the administration of the various campaigns that may be used to in your ESS Pro program on your behalf, within agreed parameters but at our discretion, including the placement and timing and amount spent on various media sources. You understand and agree that we charge a fee for our management services over and above the portion of your budget allocated for media spend, but both media spend and fees are included in the total amount you are charged monthly for ESS Pro.

4. **Ad Creation.** By purchasing ESS Pro, you grant us the right to obtain images, logos, and/or other content via automated or manual methods from your website and other online presence, including but not limited to social media pages, and to use, publish, modify as necessary, and distribute within your ESS Pro campaigns. Such images and other content will be considered Client Content. Depending on the type of ads or media used to fulfill your ESS Pro program, we may proactively refresh the ad creative, including new photos, images, logos, colors, content or templates, from time to time, and you authorize us to obtain, use, modify, publish and distribute for the purpose of these ad refreshes, information about your business provided or made available to us online at that time.
5. **Campaign Targeting.** We will collaborate with you to select initial campaign targeting strategies, including factors such as categories, products and services you provide, desired target audience or segment characteristics, geographic scope of delivery and other parameters, but you will retain ultimate responsibility for the legality of the categories, audience and other targeting parameters you select or approve to be incorporated in your campaigns, including your use of any trademarked terms or your compliance with any industry-related, professional or local laws, rules, restrictions, or regulations that may govern you or your business. Notwithstanding the foregoing, you agree that the implementation of certain targeting parameters may vary by campaign or media type, and may need to be minimally adjusted by us in order to optimize campaigns within the program. You acknowledge that any request by you to alter your desired targeting parameters during the term of your ESS Pro program may require an adjustment to your Impressions and Clicks estimate and/or your monthly cost for ESS Pro.
6. **Landing Page/Proxy Authorization.** You understand and agree that we may create and host a temporary internet site or web page for use solely as a landing page or destination site for those clicking on your ESS Pro advertising (“**Landing Page**”) at a URL we will choose, provision and administer, which Landing Page and/or URL may incorporate content you make available including your business name, branding and other elements like logos or trade dress. You represent and warrant that you have the authority to authorize us to create and host such a Landing Page using these elements. Alternatively, we may create and host a “proxy” site, which is a close copy of your website on a different URL, for use as a Landing Page with your ESS Pro solution. You authorize us to create such a proxy, and agree to cooperate with us in the placement of necessary code on your original website to effectuate the proxy site, and agree to indemnify us for and assist in resolving claims of infringement based on our use of your business name or the content in your original website in this fashion. You agree that we may vary certain elements of your website in the proxy, such as using a Call Tracking Number or tracking URL in place of your business number or website URL. In the event you require the use of your existing website as a landing page, you represent and warrant that it will be free of viruses or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information.
7. **Reporting.** Impression, Click and call results will be delivered to you throughout the term as they are received. You agree to use commercially reasonable means to protect the confidentiality of any personally identifiable information provided to you by or about any prospect or consumer or client through your ESS Pro program, and to use such information only for your legitimate business marketing purposes and not for any other purpose such as transferring it to any third party for their use. Any reporting available online between the official monthly reports is not final and may not accurately reflect the current, actual number of Impressions, Clicks and calls, per our criteria, provided at any given time. Your reporting will also show other performance metrics from your ESS Pro program for the month, for your information only; there will be no estimated target for delivery on other metrics.

8. **Terms governing potential advertising types/media channels:** Any Digital Services, including Online/Mobile Display Advertising or Social Ads, Search Engine Marketing, Internet Yellow Pages Advertising Services, or Online Listings Management will be provided to you in accordance with the following terms, to which you agree when you purchase ESS Pro.

- A. Online/Mobile Display Advertising/Social Ads. “Online/Mobile Display” Digital Services include the creation of one or more banner ads, rich-media ads or comparable digital display advertisements of various sizes (“Display Ads”), and the online distribution of these Display Ads to various websites, applications, mobile applications and ad networks, as well as campaign targeting and optimization. You acknowledge that any Online/Mobile Display shall be subject to any regulations, specifications and standards applicable to any system over which it is distributed, including those of the carrier of such system, as applicable. All placements on any media in the performance of the Online/Mobile Display Digital Services shall conclusively be deemed to have been approved by you. You hereby grant or agree to grant all necessary consent and authorization in furtherance thereof, and agree to cooperate as necessary to enable us to provide the Online/Mobile Display Digital Services. “Social Ad” Digital Services include the creation of particular types of Display Ads to appear only on Facebook, Instagram, Facebook Audience Network, or other social media sites, and the administrative work required to enable Social Ad campaigns on these platforms. If you do not have a Facebook page, we may create a Facebook page for your business that contains basic information like address, email, business name, phone number and images. If you do have a business Facebook page, you agree to cooperate fully with us to provide us with the administrative permissions and access to your business page that we need to run a Social Ad campaign on your behalf. Within ESS Pro, we cannot agree to any specific limitations or restrictions on Display Ad placement, positioning, adjacency, pacing or delivery schedule, and no amount of Impressions is guaranteed. You acknowledge that effective delivery of in-app or mobile display advertising to a broad range of mobile enabled devices or platforms may require that Display Ads be resized, reformatted, use different compression methods or parameters or be subject to similar changes prior to or as part of distribution and you authorize us to make such changes without notice or further consultation with you.
- B. Search Engine Marketing. Search Engine Marketing (“SEM”) Services include the creation, distribution, display, optimization, and management of search advertising campaigns across our Digital Platform or through our third-party vendors or service provider (collectively, “**Search Sites**”), in which your Digital Ads may appear in the paid advertising or sponsored section of search results shown on these Search Sites.
- C. Internet Yellow Pages Advertising. Internet Yellow Pages (“IYP”) Digital Services include creation of your business profile and related paid ads for publication on our owned and operated business search websites, DexKnows.com, Superpages.com, and Yellowpages.com, and the mobile versions and/or related mobile application versions, as well as potential distribution to our networks of other directory and business search sites. Not all fields of business information will be published or distributed, depending on the criteria and standards of the publisher site, and IYP ads and included Client Content may be truncated, modified or resized to meet publisher requirements. We reserve the right to add relevant content that we obtain from other, third-party sources to your business profile.
- D. Online Listings Management. We may provide you with a subscription to an Online Listings Management 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”). If this includes Google services, you agree that we or our third-party partners may create, claim, and manage your Google My Business account. Our ability to create your Google My Business 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](#)

9. **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.
10. **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.
11. **No Spam Policy.** You agree not to use your ESS Pro Services for the posting or sending of, or include or reference any domain name(s) or URL(s) associated with your 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.
12. **Compliance with Laws; Security; Legal Investigations.** You agree not to use or permit others to use your 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 Services and to notify us promptly if you suspect unauthorized use of your Services. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong.
13. **Spam/Bot Filtering/Virus Protection.** 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 ESS Pro Services.