

## Extended Search Solutions Ads Terms and Conditions

April 2021

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. **ESS Ad Services.** This solution is designed to acquire, provide, and report potential engagements with your business. All ESS packages include the creation of your business profile on our Digital Platform and the placement of other types of advertising and media to obtain leads for your business.

2. **Business Profile.** 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 Digital Platform or other sites from whom we obtain reviews for publication on our Digital Platform, 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.

3. **Contact Generation.** In addition to your business profile being placed on our Digital Platform, we may, but are not obligated to, acquire, provide, and report potential contacts (“Contact(s)”) to your business utilizing various types of advertising, media, and other sources as described herein. You authorize us to transmit Contact information collected via any/all lead methods to you via your client portal, email and/or text (if you provide a mobile phone number for contact) and you agree to make a reasonable effort to contact each Contact we provide to you, where appropriate.

4. **Fulfillment Terms and Management Authorization.** By purchasing ESS, you consent to and authorize our placement of various types of advertising Services for your business which may include online or mobile display advertising, dynamic search, digital Yellow Pages directory-type advertising, quote request services, or other types of marketing, as well as contact information collection methods such as web forms, website live-chat agents, and pixel or other web tracking. You also consent to and authorize 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. We may add, remove or change the potential media used to fulfill ESS 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. 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 solution, as applicable to your ESS program, which terms and conditions include, without limitation, those on the following pages related to such advertising.

Our provision of the ESS 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, the selection and use of any of these media sources 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 may encompass a broad variety of media, and you waive any potential claims that advertising placed to fulfill ESS 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 in your ESS program on your behalf, within agreed parameters but at our discretion, including the placement and timing and amount spent on various media sources.

Use of certain Contact information collection methods we provide may require you to provide additional information to us, such as completing a brief survey about your business to aid an automated or live agent in responding to chat, or providing business hours for quote request services, and you agree to cooperate in

## Extended Search Solutions Ads Terms and Conditions

April 2021

providing these materials where applicable, and that by providing us these additional materials or access in connection with a particular Contact information collection method, you consent or opt-in to our use of that method for your business. Where available for a particular Contact information collection method, opt-outs may be made by contacting Customer Care at 1-844-339-6334.

5. Ad Creation. By purchasing ESS, 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 campaigns. Such images and other content will be considered Client Content. Depending on the type of ads or media used to fulfill your ESS 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.

6. Campaign Targeting. We will collaborate with you to select initial campaign targeting strategies, including factors such as categories, products and services you provide, 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 program may require an adjustment to your cost for ESS.

7. Reporting. Contacts 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 Contact, prospect or consumer or client through your ESS 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 Contacts and calls, per our criteria, provided at any given time. Your reporting will also show other performance metrics from your ESS program for the month, for your information only; there will be no estimated target for delivery on any metrics.

8. Terms governing potential advertising types/media channels. Any Digital Services will be provided to you in accordance with the following terms, to which you agree when you purchase ESS.

a. Dynamic Search. Dynamic search 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 dynamic search and/or digital ads may appear in the paid advertising or sponsored section of search results shown on these Search Sites.

b. 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.

c. 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").

## Extended Search Solutions Ads Terms and Conditions

April 2021

- d. Other Channels or Media. To the extent that we choose to provide Contact information collection for your business as part of the Services, we may provide Quote or Service Request services (listing your business with a third-party service or website that will contact you for a quote or appointment when a service you provide is solicited or requested by a consumer on such service or site), Live-Chat business profile Window (a feature that allows your business profile page visitors to interact with a live-chat agent on behalf of your business), and/or Live-Chat Text (a feature that allows your callers to interact with a bot or live-chat agent on behalf of your business); and you authorize us to take any actions as necessary to enable the use of these services for your business, including agreeing to third-party terms that may govern such services.
9. 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.**
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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; (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

## Extended Search Solutions Ads Terms and Conditions

April 2021

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.

16. 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 Digital Platform 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.

17. 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.

18. 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.

19. 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.

20. 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.