

PERFORMANCE BASED ADVERTISING TERMS AND CONDITIONS

I. If you ordered Performance Based Advertising, you agree to the following terms and conditions. When you purchase Performance Based Advertising, you must consent to our Tracking Services Terms (defined below). **As set forth in the Tracking Services Terms, you will be automatically opted into the call tracking and call recording services unless you contact us to opt-out of call recording.** Call tracking is necessary for us to measure your Inquiries.

II. DEFINITIONS

“**Agreement Date**” is the date you sign the Order (including via electronic signature or the equivalent, as applicable) or orally consent to the Agreement using our voice verification recording system.

“**Call Tracking Number**” means a provisioned phone number acquired by Publisher and inserted in the ordered Services that forwards incoming callers through to the Client’s primary business telephone line and enables Publisher to measure the number of incoming calls to the Client’s business resulting from the Services and provide Client with additional information regarding these incoming calls.

“**CCPA**” means the California Consumer Privacy Act of 2018, as may be amended and superseded, including by the California Privacy Rights Act of 2020, and any regulations promulgated thereunder.

“**Client**” means the client listed on the applicable Order.

“**Close Date**” is the date prior to the publication of a Publication when all changes to the Publication are frozen and no additional changes may be made.

“**Data Protection Laws**” means all applicable United States (US) state and federal laws, orders, regulations, and regulatory guidance now or in the future relating to information security, privacy and data protection including without limitation: (a) the CCPA; (b) Virginia’s Consumer Data Protection Act; (c) the Colorado Privacy Act (d) Connecticut’s Act Concerning Data Privacy and Online Monitoring; (e) the Utah Consumer Privacy Act; and (e) all implementing regulations of the foregoing.

“**Digital Services**” means Publisher-provided advertising for Client on various digital media, including on the Digital Platform.

“**Digital Platform**” means Publisher’s Internet-based, interactive business search service and other services consisting of websites and applications owned and operated by Publisher as well as websites, wireless platforms, and other applications owned by third parties with whom Publisher has agreements to distribute and display business information and advertising.

“**Est. Start/Pub Date**” is the estimated date we will begin providing your Services.

“**Initial Term**” is the fixed initial period of time, as specified in the Order, we will provide the Digital Services.

“**Issue Period**” is the time during which a Publication is published, distributed, circulated or otherwise made available for public use, before it is replaced with a subsequent issue or discontinued.

“**Inquiry**” means a telephone call, which call remains connected for no less than thirty (30) seconds, and which is placed to a Call Tracking Number published in the Services.

“**Order**” means a mutually agreed upon order that incorporates these Terms and Conditions and includes a list of the Services ordered from Publisher by Client.

“**Performance Based Advertising**” means Services designed to drive Inquiries to a Client and billed on per Inquiry Fee basis.

“**Personal Information**” means information provided to Publisher by or at the direction of Agency, or to which access was provided to Publisher by or at the direction of Agency, in the course of Publisher’s performance under the Agreement that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

“**Print Services**” means Publisher-provided advertising for Client in Publications.

“**Renewal Term**” is the fixed or variable term that occurs following the Initial Term.

“**Service**” or “**Services**” means, individually or in combination, Print Services and/or Digital Services.

“**Publication**” means a Publisher print directory.

“**Publisher**” means Thryv, Inc. with a principal place of business at 1301 Municipal Way, Suite 220, Grapevine, TX 76051.

“**Terms and Conditions**” means these Performance Based Advertising Master Terms and Conditions which may be modified by Publisher from time to time with the current version posted to <https://www.thryv.com/terms/>.

“**Tracking Services Terms**” means those terms located at <https://www.thryv.com/pdfs/tc/29160.pdf> that apply to call tracking and related services, as may be modified from time to time by Publisher.

Unless otherwise defined herein, each term used herein shall have the same meaning as defined in the Order.

III. ENTIRE AGREEMENT/MODIFICATIONS

The Order, these Terms and Conditions, and the Tracking Services Terms, collectively form a legal and binding agreement between Publisher and Client (the "**Agreement**"). Client is responsible for reviewing all terms in the Agreement. We reserve the right to change or modify the terms of the Agreement at any time. Such changes will be posted online at the specified website locations. We will notify you in advance of any material change.

The Agreement supersedes all prior agreements and representations, whether express or implied, written or oral with respect to the Services ordered in the Order. Except for posted updates to the Agreement, **neither Client nor any Publisher employee or agent is authorized to change or add to the Agreement or any other documents that are part of the Agreement in any way except in a signed writing approved by duly-authorized representatives of both parties, and any other purported change or addition, whether oral or written, is void. In the event of a conflict, the order of precedence is these Terms and Conditions, the Order, and the Tracking Services Terms.**

The Agreement is binding on the parties and their respective successors and assigns. Client may not transfer or assign its rights or obligations under the Agreement without the prior written consent of Publisher, which consent may be withheld in Publisher's sole and absolute discretion. Except as otherwise set forth in the Agreement, no party will lose any rights by failing to enforce a right or delaying enforcement of a right. No party will be liable for damages arising from acts of God or events outside of that party's control. If any provision of the Agreement is found to be unenforceable, the rest of the Agreement will remain in full force and effect.

IV. ORDER

By signing the Order, by agreeing electronically or by recorded oral agreement to the Order, Client is agreeing to the Agreement and Client acknowledges and agrees that the Services provided by Publisher are intended solely for **business purposes**. By accepting these terms, Client confirms that it is acting on behalf of a business entity and not as an individual consumer. Publisher's performance under the Agreement will constitute its acceptance of the Order. Publisher may cancel Client's Order or individual Services without notice at any time for any reason.

V. PAYMENT TERMS

- A. Inquiry Fees and Service Fees. As consideration for Publisher's provision of the Services for Client, Client agrees pay to Publisher the monthly service fee set forth in the Order ("**Service Fee**") and the rate per Inquiry set forth in the Order (the "**Inquiry Fee**"). The Service Fees and Inquiry Fees together referred to as the "**Fees**". Client is not required to pay for (i) calls which do not qualify as Inquiries because they are less than thirty (30) seconds, or (ii) repeat Inquiries (multiple Inquiries originating from the same unique telephone number as identified by caller id information to the same unique Call Tracking Number) which occur during a given calendar month. If the telephone call duration is equal to or greater than thirty (30) seconds and the originating telephone number cannot be determined, the call will be counted as an Inquiry and is subject to an Inquiry Fee. Client's obligation to pay the Fees shall continue for Print Services published in a discontinued Publication during any Renewal Term as described in Section VII.A below. **Publisher does not, and cannot, predict the quantity or quality of Inquiries generated by the Services.** Unless otherwise expressly agreed in an Order, Client acknowledges that there is no cap, ceiling, or limit as to the amount of Inquires for which Client may have to pay.
- B. Publisher shall invoice Client monthly for all Fees due to Publisher, and Client shall pay all invoices by the due date shown on the Order or the invoice. By providing us your credit card number, debit card number, or bank account information (collectively, the "**Auto Pay Method**") for payment purposes, you authorize us to charge single or recurring payments electronically via the Auto Pay Method you provided in the amount of your monthly Fees on the due date of each billing period, until automatic payment is cancelled by you. You agree to ensure your Auto Pay Method is kept current and operable throughout the Term. Late charges will begin to accrue after the due date at a rate equal to the lesser of 18% per annum or the highest lawful rate. In addition, if a check or draft is dishonored for any reason, Publisher may charge a service fee in an amount equal to the highest lawful amount. Client's obligation to pay the Fees and any late charges or service fees shall survive the expiration or termination of the Agreement for any reason.
- C. Our Remedies. **The parties agree that if Publisher does not receive payment when due, Publisher may in its sole and absolute discretion (i) cancel any Digital Services, (ii) remove any Print Services that have not published, (iii) redirect (possibly to a competitor or other business of the same type as Client) or permanently or temporarily disconnect Call Tracking Number(s), (iv) recover all collection costs and attorneys' fees; and (v) pursue any other available legal or equitable remedies. If Publisher receives notice from another party contesting Client's right to use or display a name, trademark, service mark or other content, in addition to the remedies above, Publisher may, without liability to Client, suspend, cancel, or reject the Services until Client has resolved the dispute with the other party to Publisher's satisfaction.**
- D. Limiting endorsements. Client shall not include any limiting endorsement on a check or other form of payment, and Publisher may cash a check containing a limiting endorsement or accompanied by any limiting instruction without affecting Client's obligation or Publisher's rights.

VI. SERVICES

- A. Service Content. Service content is due to Publisher within 30 days of Agency submitting an Order or by the deadlines established by Publisher.
- B. Proofs. Publisher does not guarantee that it will provide proofs of the Services. If Publisher does provide proofs in time for modifications, Client shall notify Publisher in writing of any changes/errors before the deadline Publisher sets. Otherwise, Publisher may publish the Service(s) as shown and no adjustment will be made. Colors, contrast, photos, font, graphics, and other features may appear differently in the published Service and no adjustments will be made for those differences.

- C. Revisions to Services. Client may request revisions to the Services in writing up to three business days after the Date of Order on the Order.
- D. URL. Client is prohibited from including a URL in any Service designed to generate Inquiries or paid on an Inquiry Fee basis.
- E. Service Placement. **Publisher does not guarantee the placement or position of any Service (or the advertising of any other advertiser) on or within any Publication, the Digital Platform, or any page, cover, or heading and will not provide any adjustments on claims relating to placement for any Service.**
- F. Call Tracking Numbers. Publisher shall provide a Call Tracking Number in every Service. Client will not utilize the Call Tracking Numbers, either individually or in combination, in any other form of advertising, including without limitation, non- Publisher products or other advertising services. Publisher does not guarantee any specific exchange for the Call Tracking Numbers. Client understands and agrees that, if local Call Tracking Numbers rather than toll-free numbers are used, callers outside Client's local directory area may incur a toll when calling Call Tracking Numbers, and that Call Tracking Numbers cannot accept collect calls. Client acknowledges and agrees that, as between the parties, Publisher has all right and license to all Call Tracking Numbers, Client will not assign Call Tracking Numbers to any third party, and ownership of the Call Tracking Numbers will not be transferred to Client at any time. Client acknowledges that Publisher may use, disclose, and publish, in its sole discretion, all call tracking information and results arising from Call Tracking Numbers. **Call Tracking Numbers appearing in Services will be disconnected and may be reassigned (possibly to a competitor) by Publisher if the Term of a Service expires or is terminated or if the Agreement is terminated by either party. For clarity, if the Term of a Service or the Agreement expires or is terminated, calls to the associated Call Tracking Number may be reassigned (possibly to a competitor of Client) by Publisher.**
- G. Third-Party Vendors. Publisher may have third party vendors assist in providing your Services. Client grants Publisher and its third-party vendors or service providers specific permission to provide, administer, monitor, track and access its Services for any administrative purposes Publisher deems appropriate. In addition, Publisher has full flexibility to modify its vendor relationships at any time.

VII. TERM, TERMINATION, AND AUTO RENEWAL

- A. Print Services. If you ordered Print Services, this section applies.
 - 1. Term/Revision/Cancellation/Automatic Renewal.
 - i. The Issue Period is identified in the Order and typically ranges from 18 to 24 months for each print directory. Est. Start/Pub Dates described in the Order are estimates and not guaranteed dates. **Client agrees that Publisher may, at any time and without notice to Client, increase or decrease the Issue Period by up to six months.**
 - ii. **Client may revise or cancel its Order for Print Services, by the later of the Close Date or three business days after the Agreement Date.**
 - iii. If required by law to notify Client in advance, Publisher will attempt to contact Client either by mail or email regarding the renewal of Print Services. Otherwise, if Publisher does not receive a written cancellation notice from Client by the Close Date, Publisher may automatically renew Client's Print Services for the subsequent Issue Period unless otherwise set forth in the Order. Client is responsible for obtaining the Close Date by calling Client Care at 844-339-6334. Client agrees that the then-current undiscounted rates and terms and conditions will apply to automatically renewed Print Services.
 - iv. If the Publication is discontinued at the end of the current Issue Period, Publisher will notify you of such discontinuance. If Publisher does not receive a written cancellation notice from Client within thirty (30) days of receipt of notice of discontinuance of a Publication, the term of the Services will be automatically renewed for twelve (12) months. For clarity, the Call Tracking Number included in the Print Services published in a discontinued Publication will remain active during any Renewal Term as described in this Section and will be capable of continuing to generate Inquiries and associated Fees.
- B. Digital. If Client ordered Digital Services, this section applies.
 - 1. Term/Revision/Cancellation/Automatic Renewal.
 - i) Unless otherwise provided, the Initial Term for Digital Services is as set forth in the Order.
 - ii) **Unless otherwise provided as to Client's specific Service, Client may revise or cancel its request for Digital Services within 3 days after the Agreement Date.**
 - iii) **Client's Digital Services will automatically renew for successive one-month terms unless Publisher receives written cancellation notice at least 30 days before the end of the Initial Term or any Renewal Term. If these items automatically renew, they may not appear on successive Orders or confirmation letters. Client agrees that the then-current undiscounted rates and terms and conditions will apply to automatically renewed Services.**

VIII. DATA USAGE, DATA OWNERSHIP AND PRIVACY

- A. Services/Publication/Distribution. Publisher reserves the sole right to determine (and may change at any time without notice to Client) the design, content, size, geographic coverage, distribution, and appearance of, and the types of advertising offered in, its Publications and Digital Platform, and how, where, how many, when, and whether they are published, distributed, reissued, or displayed. Publisher may reject all or any portion of the Services at any time and for any reason (even if previously approved). If Publisher receives allegations of copyright or trademark infringement, Publisher may remove the disputed content immediately. Publisher may change the content of any of the Services to conform to its standards, practices and policies. Publisher may publish the Services of any other advertiser at any time and at any location in the Publications and in its Digital Platform.
- B. Client Content. **"Client Content"** means content (including, but not limited to, photos or other images, video footage, logos, text and/or artwork, whether in a single submission or multiple submissions) that Client, or any person(s) using Client's password, supplies to Publisher, posts, or asks Publisher to use in the Services. Client grants Publisher and Publisher's third-party service providers, as applicable, a perpetual, royalty-free, sub-licensable, non-exclusive right and license to use, copy, record, modify display, publish, publicly perform, distribute (in any form or media), transmit

by any means, and create derivative works from the Client Content. Notwithstanding the foregoing, Publisher agrees to not use Client Content in marketing materials that solely benefit Publisher, e.g., collateral, brochures, etc., unless permission is granted by Client. Publisher reserves the right to reject Client Content that does not meet Publisher's advertising policies and standards, as same may change from time to time without notice.

- C. Rights in Publisher Content/Copyright/Trademarks. If Publisher creates or supplies any content for the Services or designs the Services, the content and the Services Publisher creates or licenses from third parties are, as between the parties to the Agreement, Publisher's sole and exclusive property ("**Publisher Content**"), except for any Client Content contained therein. Publisher may supply such Publisher Content to other clients. Client agrees that it has no right to use, or permit others to use, Publisher Content or the advertising developed with that Publisher Content in other advertising or materials or in any other way or for any other purpose. Client acknowledges that Publisher or its licensor(s) owns the copyright in, and all copyrighted portions of, each Publication and Digital Platform. Client shall not use or alter any trademark, trade name, trade dress or any name, picture or logo that is commonly identified with Publisher or Publisher's affiliates.
- D. Sensitive Data. Client understands and agrees that Publisher makes no representations or warranties that the Services will comply with the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), and that the Services are not intended to be used to collect, communicate, or store any "protected health information," as defined therein. Accordingly, if Client communicates or stores any protected health information via the Service, it does so without Publisher's knowledge or consent and at its own risk.
- E. Data Protection. To the extent, if any, that Publisher receives any Personal Information pursuant to the Agreement, the parties agree that Publisher is Client's service provider/data processor, as such terms are defined and understood pursuant to applicable Data Protection Laws. Accordingly, Publisher shall: (i) not retain, use or disclose any Personal Information outside the direct business relationship between Publisher and Client, or for any purpose, including a commercial purpose, other than for the purpose of providing the Services hereunder (the "**Contracted Business Purpose**"); (ii) only process Personal Information to the extent necessary to perform such Contracted Business Purpose, and for only as long as it provides services to Client; (iii) not sell Personal Information; (iv) not share any Personal Information; and (v) not combine the Personal Information that Publisher receives from, or on behalf of Client with Personal Information that it receives from, or on behalf of, another person, or collects from its own interaction with a consumer, provided that Publisher may combine Personal Information if it is within the scope of providing the Contracted Business Purpose to Client.

Publisher further agrees that: (i) Publisher shall comply with applicable obligations under Data Protection Laws, including by providing the same level of privacy protection as required by the CCPA of a business; (ii) Client has the right to take reasonable and appropriate steps to help ensure that Publisher uses Personal Information in a manner consistent with Client's obligations under Data Protection Laws; (iii) Publisher shall notify Client immediately if it makes a determination that it can no longer meet its obligations under Data Protection Laws; and (iv) Client has the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information. Publisher shall promptly comply with any Client request or instruction requiring the Publisher to provide, amend, transfer, or delete Personal Information, or to stop, mitigate, remedy, or remediate any unauthorized use or processing. Publisher will promptly notify Client if it receives a request from an individual, or on behalf of an individual, for information about, access to, amendment of, or deletion of that individual's Personal Information. Publisher shall not respond to any such request without Client's prior written consent, except to confirm that the request relates to Client. Upon request by Client, Publisher will reasonably assist Client to fulfill the rights of that individual and respond to such request, at Client's expense.

Notwithstanding the foregoing, Publisher may use de-identified or aggregated and anonymized information or metrics about Client's use of or engagement with the Services for its internal analytical purposes and/or to improve its services.

Client represent and warrant that Client's use of the Services will comply with all applicable Data Protection Laws, including with regard to data subject rights, data security and confidentiality, and providing data subjects with all necessary information (including by means of offering a transparent and easily accessible public privacy notice) regarding, Publisher's and Client's processing of Personal Information for the purposes described in these Terms and Conditions.

- F. Client's Representations. Client represents and warrants that: (i) it has the unrestricted right to use, and to grant the licenses it grants in the Agreement with respect to, all Client Content, and that its licensing of Client Content to Publisher and Publisher's third-party service providers will not infringe any third party copyright or trademark rights; (ii) Client and its use of the Services will comply with all applicable laws, orders, codes, regulations and requirements ("**Laws**"), and it and any individuals listed in Client's Services have all required licenses to provide the goods and services advertised in all jurisdictions where the Services appear; (iii) Client has not made any false or misleading claims in any Service; (iv) in the event Client uses third-party social media logos, industry membership logos, or other branding in its Services, it is and will remain either a member in good standing or comply with all the rules and/or terms of use of each social media platform or organization represented with logos and/or branding in its Services; (v) Client has not requested, and will not use, the Services or Publisher's Digital Platform for any unlawful purpose or business; (vi) Client has not violated any contractual or legal obligation by entering into the Agreement and requesting us to publish any Service; and (vii) Client is or represents the business related to the Services listed above (collectively, your "**Client Representations**"). **You will notify us immediately if any of the above becomes inaccurate.**
- G. Confidentiality. Each party agrees to preserve the confidentiality of all the terms of the Agreement, including all financial provisions, and any information it has received from the other party in the performance of the Agreement which is not publicly available. The parties acknowledge that during the course of the Agreement, a party ("**Confidant**") may acquire or otherwise gain access to the other's ("**Discloser**") proprietary or confidential information (collectively, such entity's "**Confidential Information**"). Confidential Information shall not include any information which is (i) otherwise publicly available through no fault of the Confidant, (ii) rightfully received from a third party in good faith on a non-confidential basis and not derived directly or indirectly from any breach of a confidentiality obligation, (iii) independently developed by the Confidant without use of Discloser's Confidential Information as evidenced by such party's written records or (iv) disclosed pursuant to the receipt by the Confidant of written permission from the Discloser to disclose.

IX. LIMITATION OF LIABILITY

Client shall review the Services immediately after their publication and notify Publisher in writing of any errors or omissions no later than 30 days after the error is first published or displayed or the Service is omitted. Client acknowledges that Publisher will have no liability with respect to any Services provided to Client at no cost. **The total aggregate liability for Publisher and its affiliates for errors in or omission of the Services, negligence, any breach of the Agreement, and any other cause of action or wrongful act is limited to, and shall in no event exceed, the lesser of (i) the amount by which the value of the Service was diminished, or (ii) the amount Client has paid for the Service giving rise to the liability (the "Liability Cap").** Publisher and its third-party services providers are not liable for consequential damages, punitive damages, incidental damages, or damages for harm to business, lost revenues, profits, or goodwill, or any other special damages, whether the claim is based on negligence, breach of contract or express or implied warranty, strict liability, misrepresentation, statute, tort, or any other theory of recovery, even if Agency or Publisher knew such damages could or may result. Publisher disclaims any obligations, representations, or warranties, whether express or implied, that are not expressly set forth in the Agreement including any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, Publisher does not warrant, and Agency expressly disclaims any reliance on any statements or representations not contained in the Agreement, including without limitation, the number of responses to the Services, the number of persons who will view the Services, or any other business benefit. The limitations in this Section shall apply notwithstanding any failure of essential purpose under the Agreement. Publisher is not liable to Client for any deviation from or change in its policies, practices, and procedures, including without limitation those regarding the placement, position, or location of Services, headings, or categories.

X. INDEMNIFICATION

Client shall defend, indemnify and hold Publisher and its agents, representatives, employees, service providers, licensors, and affiliates harmless from any claims, damages, liability or costs, including attorneys' fees and expenses, resulting from: (i) a breach of any representation or warranty by Client herein, (ii) any act, omission or fault of Client or Client's employees, agents or contractors in connection with the Services, (iii) any claim that the Client Content or other information provided by Client violates any applicable law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right; (iv) any communication through the Digital Services or Client's collection or use of any information obtained through Services or Digital Platform; (v) any breach of any applicable export control laws, and (vi) any transactions initiated through the Services and any payment processing services. Client will continue to be obligated by this Section even after the termination of these Terms and Conditions.

XI. CALL RECORDING

If Client uses the call recording feature made available with a Call Tracking Number, the call recording terms within the [Tracking Services Terms](#) apply. Per the Tracking Services Terms, note that Call Recording is automatically activated for each Call Tracking Number unless disabled by contacting Client Care at 844-339-6334.

XII. MISCELLANEOUS

- A. Notices/How to Contact Publisher. All notices to Publisher must be in writing and mailed by U.S. mail or overnight carrier to: Thyrv Mail Processing Center, 1551 Emancipation Hwy, Unit# 1521, Fredericksburg, VA 22401 or sent digitally by going to <https://www.thryv.com/contact-us/>, and completing the requested information in the "Send us a Message" section. Cancellation notices must include your business name, telephone number, and address. For questions about the Agreement or Services, please call Client Care at 844-339-6334.
- B. Contact by Publisher. Client agrees that Publisher has the right to correspond with Client via telephone, mail, email or text at the contact numbers and addresses it provides. This includes, but is not limited to, promotional offers, terms and conditions, transactional communications, and renewal and unable to contact notices. Client understands that by providing its phone number or mobile phone number to Publisher as a contact means, Client consents to receiving periodic calls, including autodialed and/or prerecorded voice calls, or text messages from Publisher, as applicable, regarding its account, account activity, appointment reminders, renewal notices, and any past due balance or debt owed to Publisher at the number it provides, in addition to calls and texts advising Client of promotions or offerings of related products and services. Client understands that it is not required to consent to receive promotional calls or text messages in order to purchase or use products/services from Publisher. If Client chooses to revoke its consent, Client understands it can do so by contacting Client Care. If Client relinquishes or changes the telephone number provided, Client agrees to inform Publisher no later than three (3) business days after doing so. All telephone communications with Publisher or our authorized agents may be monitored or recorded.
- C. Governing Law. The Agreement shall be governed by and construed in accordance with, and all matters relating to or arising from the Agreement, will be governed by the laws of the State of Texas without reference to the laws relating to conflicts of law. The state and federal courts located in Tarrant County, Texas shall have exclusive venue over any action or proceeding initiated by either party.
- D. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration. **In any legal proceeding relating to the Agreement, the parties to the Agreement agree to waive any right they may have to participate in any class, group, or representative proceeding and to waive any right they may have to a trial by jury.** Any claim, controversy, or dispute that arises under or relates to the Agreement (other than claims to collect amounts Agency owes Publisher or claims by Agency alleging breach of the Agreement to recover amounts Agency has paid Publisher), including any dispute regarding any Service, any omissions, incorrect phone numbers or other errors and any Service placement concerns, shall placement concerns shall be referred by the aggrieved party to **binding arbitration under the Commercial Rules of the American Arbitration Association. The arbitration shall occur in Dallas County, Texas unless we mutually agree to another location. All Digital Services shall be deemed to have been provided in Texas. The arbitration hearing shall be held within 6 months after the filing of the arbitration demand with the AAA.**
- E. Headings. Section or paragraphs headings used in these Terms and Conditions are for reference purposes only and should not be used in the interpretation hereof.