EveryCarListed SuperDeal GOLD Bundle Terms and Conditions

Rev. May 2010

If you have ordered EveryCarListed SuperDeal GOLD Bundle Advertising ("SuperDeal Bundle Advertising"), you agree to the Electronic Ads and Electronic Services Terms and Conditions and to the following additional terms and conditions:

1. Definitions.
   a. "Gold Bundle Advertising" means SuperDeal Bundle Advertising for which Projected Leads are designated.
   b. A "Lead" is (i) a call to a Metered Number or (ii) an email to a proxy URL established by us in connection with your SuperDeal Bundle Advertising or Optimization Advertising.
   c. "Metered Number" has the meaning set forth in Paragraph 2 below.
   d. "Monthly Charge" means the monthly rate shown on the Advertising Agreement.
   e. "Non-Breach Status" means that you are not in breach of the Advertising Agreement or these terms and conditions, including without limitation, your payment obligations and your agreement to provide Advertiser Content.
   f. "Optimization Advertising" has the meaning set forth in Paragraph 4 below.
   g. "Projected Leads" means the number of Leads projected per month for the selected Gold Bundle Advertising.
   h. "Remaining Shortfall" has the meaning set forth in Paragraph 5 below.
   i. "Service" has the meaning set forth in Paragraph 2 below.
   j. "Shortfall" has the meaning set forth in Paragraph 5 below.
2. Metered Number. Using a unique telephone number (whether one or more, the "Metered Number") acquired by us and inserted in the SuperDeal Bundle Advertising, we will measure the number of incoming calls to the Metered Number and provide you with periodic reports by making such reports available online or by another method in our sole discretion (the "Service"). These reports will also include other kinds of Leads generated by the SuperDeal Bundle Advertising and the Optimization Advertising, as applicable. We reserve the right to disregard any Leads that we determine to be fraudulent or duplicative in our sole discretion. If your SuperDeal Bundle Advertising includes print directory Ads, we will provide the Metered Number for the Issue Period of the applicable directory in which those Ads are published plus three months, followed by three months of recorded referrals to your current business number. For Ads in our direct mail Publications, we will provide the Metered Number(s) for 15 months, followed by three months of recorded referrals to your current business number. For Electronic Ads and electronic Services, we will provide the Metered Number(s) during the term we provide you with such services. **After the applicable period, the Metered Number will be disconnected or reassigned if not renewed.** You authorize us to act as your agent in acquiring the Metered Number and grant us the exclusive right to receive all telephone call data arising from the Metered Number. We do not guarantee any specific exchange for the Metered Number. You understand and agree that callers outside your local directory area may incur a toll when calling the Metered Number, and that the Metered Number cannot accept collect calls. You agree that we have copyright ownership of all Metered Number, you cannot assign the Metered Number, and that ownership of the Metered Number cannot be transferred to you at any time.
3. Your Responsibilities. You will not cause or permit the Metered Number to be published or otherwise used in any other advertising medium, including, without limitation, other directories, signs, business cards, flyers, direct mail, newspaper, radio, or vehicle messages. If you change your local telephone service provider or any of the local telephone numbers to which the Metered Number is forwarded during the period we are providing the Service, you will immediately notify the EveryCarListed Dealer Support Center by calling 888-789-2509. We are not responsible for any failure of the Service resulting from your failure to do so.
4. Optimization Advertising. In an effort to deliver the Projected Leads for Gold Bundle Advertising or to otherwise improve performance, we reserve the right to publish additional advertising for you (at no additional charge to you) in other SuperMedia print and/or electronic publications (the "Optimization Advertising"), which advertising may include the Metered Number. If we request you to provide Advertiser Content appropriate to the kind of Optimization Advertising we select, you agree to provide the Advertiser Content by the deadline we establish. If you fail to do so, we may elect not to publish the Optimization Advertising, and we will have no obligation to provide any portion of the Total Adjustment Amount (defined below). We further reserve the right to discontinue the SuperDeal Bundle Advertising and/or the Optimization Advertising when we determine, in our sole discretion, that the Projected Leads have been met or will be met without such SuperDeal Bundle Advertising and/or Optimization Advertising.
5. Leads. If you have purchased Gold Bundle Advertising and the total number of Leads generated by the Gold Bundle Advertising and the Optimization Advertising (if applicable) during the Initial Term is less than the Projected Leads multiplied by the number of months in the Initial Term (the difference being referred to as the "Shortfall"), and you are in Non-Breach Status, we will continue to publish the Electronic Advertising within the Gold Bundle for two months following the end of the Initial Term at no additional charge to you. If the number of Leads generated during this two month period is less than the Shortfall (the difference being referred to as the "Remaining Shortfall") and you are in Non-Breach Status, we will provide you with a billing adjustment equal to the Remaining Shortfall multiplied by the Monthly Charge divided by the Projected Leads (the "Total Adjustment Amount"). If your account balance is less than the Total Adjustment Amount, the difference between your account balance and the Total Adjustment Amount will be paid in cash.
6. Confidentiality. You agree that we may use, disclose, and publish, at our discretion, all information and results arising from the SuperDeal Bundle Advertising or the Optimization Advertising. You may not disclose to any third party the existence or terms of this Agreement or the results arising from the SuperDeal Bundle Advertising or the Optimization Advertising.
7. Remedies. If you breach these terms and conditions or the Advertising Agreement, including payment obligations, in addition to all other remedies available to us under the Advertising Agreement, we may terminate any SuperDeal Bundle Advertising and/or any Optimization Advertising, terminate the Metered Number, and/or require you to reimburse us for all Metered Number charges for the Metered Number and our other expenses associated with providing the Service.