SuperClicks[SM] Advertising Terms and Conditions

Rev. Sept. / 2010

If you have ordered SuperClicks advertising, you agree to the Electronic Ads and Services Terms and Conditions and to the following additional terms and conditions:

1. The SuperClicks Program (herein so called) is a program whereby you may place a bid for advertising to appear on Program Sites (defined below) as provided in these terms and conditions. You authorize us to (i) place your Electronic Ads on our Electronic Platform, other Program Sites we own, and third party Program Sites in response to searches or selections by or characteristics of end users, and designate us your agent to do so, and (ii) allocate the Electronic Ads among Program Sites at our discretion. "Program Sites" means electronic sites and applications that are delivered to end users through any transport means and that meet our SuperClicks program criteria (which may change at any time without notice).

2. You agree to pay variable charges determined by multiplying the applicable bid price associated with your SuperClicks advertising ("Price Per Click") by the number of times an end user clicks on your Electronic Ads appearing on a Program Site that is accessed via the internet (each, a "Click"), and by multiplying the Price Per Click by the number of impressions of your Electronic Advertising appearing on a Program Site that is a accessed via non-internet electronic media (each, an "Impression") (such charges being referred to collectively as the "Per Click Charges"), up to a maximum monthly total equal to the monthly budget amount you have selected in accordance with our procedures ("Monthly Budget"). You may increase or decrease your Monthly Budget at any time, provided that if you elect invoice billing, increases are subject to our credit policies. Clicks and Impressions are referred to collectively as "Clicks." You agree that the reports we provide will be the sole and definitive measure of the number of Clicks.

3. You acknowledge that the bidding rules and rate structures may vary by Program Site or package you purchase and may change at any time. For example, a minimum bid or a minimum monthly budget may be required.

4. In addition to the Per Click Charges, you agree to pay a monthly service fee in an amount equal to the greater of the Percentage Fee (defined below) for that month or the minimum service fee amount applicable to the SuperClicks product you have ordered ("Minimum Service Fee"). If you have ordered SuperClicks advertising with EDN (extended distribution network), the Percentage Fee is 35% of the total Per Click Charges for that month. If you have ordered SuperClicks advertising without EDN, the Percentage Fee is 20% of the total Per Click Charges for that month. You also agree to pay any applicable set-up fees.

5. We may modify the content of your SuperClicks advertising or your category, category keyword, or other selections to conform to the requirements of, or to utilize the features of, a Program Site. We may modify, expand, or utilize data within your Ad content or your website, business profile, or other materials you provided to develop searchable data that may appear in response to searches by end users. If you have multiple advertising campaigns (e.g. in different categories), we may select which campaign will appear in response to a business name search or other search where the category is not clearly defined. We may optimize your advertising campaigns by adding relevant categories or keywords to your SuperClicks advertising.

6. If we are billing charges to your credit card, each time your charges for SuperClicks advertising reach a threshold amount we set prior to the end of the month, we may charge your credit card for the threshold amount. After the end of the month, we will charge credit card for any amounts incurred but not previously charged during the month.

7. WE DO NOT WARRANT (I) THE NUMBER OF CALLS, CLICKS, OR IMPRESSIONS TO BE GENERATED BY THE SUPERCLICKS ADVERTISING; (II) THAT ANY CALL, CLICK, OR IMPRESSION REPRESENTS A LEGITIMATE INQUIRY OR INDICATES ANY PROBABILITY OF A PURCHASE TRANSACTION; (III) THAT THE SUPERCLICKS ADVERTISING WILL APPEAR IN RESPONSE TO A PARTICULAR QUERY; OR (IV) THE SPECIFIC PLACEMENT OF YOUR SUPERCLICKS ADVERTISING RELATIVE TO ADVERTISING OF OTHER ADVERTISERS. DUE TO SYSTEM CONSTRAINTS, INTERNET LATENCY, AND OTHER POSSIBLE FACTORS. WE WILL HAVE NO LIABILITY IN CONNECTION WITH THE FUNCTIONALITY OR CONTENT OF ANY PROGRAM SITE WE DO NOT OWN.

8. You represent and warrant that you have, and during the Term will continue to have, the absolute and unrestricted right to use as searchable text or "keywords" all words, phrases, logos, brands, products, services, affiliations, certifications, and all advertising copy and other information you submit or select in connection with your online business profile and/or SuperClicks advertising, all of which will be included within the term "Advertiser Content" for the purposes of the rights, licenses and authority you grant in the Advertising Agreement.

9. You agree to maintain a working email address and to notify us immediately of any changes to the email address, during the period covered by the Advertising Agreement. We reserve the right to change the terms on which we provide SuperClicks advertising and may change these terms and conditions by providing you notice via e-mail or by posting such

changes online on Superpages.com or on Superpages Mobile. Your continued participation in the SuperClicks Program following such changes will constitute consent to such changes. In addition, we reserve the right to terminate the SuperClicks Program at any time for any reason.

10. You may pause your account at any time, and we will not publish your SuperClicks advertising while your account is paused. You will continue to be responsible for the Minimum Service Fee during the time your account is paused.

11. Using unique telephone number(s) (the "Metered Number") acquired by us and inserted in your SuperClicks advertising, we will measure the number of incoming calls to the Metered Number(s) and provide you with periodic reports (by making such reports available online or other method in our sole discretion) (the "Service"). **The Metered Number will be disconnected at the end of the term of your SuperClicks advertising and may be 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.

12. You will not cause or permit the Metered Number to be published or otherwise used in any other advertising medium, including, without limitation, other Internet advertising or in print directories, signs, business cards, flyers, direct mail, newspaper, or radio or vehicle messages. If you change your local telephone service provider or any of the local telephone numbers to which the Metered Number are forwarded during the period we are providing the Service, you will immediately notify our SuperCare department by calling 866-478-3611. We are not responsible for any failure of the Service resulting from your failure to do so.

13. If you breach these additional terms or the Advertising Agreement, including payment obligations, in addition to all other remedies available to us under the Advertising Agreement, you will forfeit the right to receive calling data relating to the Service and we may (i) terminate the SuperClicks advertising, (ii) disconnect the Metered Number, and (iii) require you to reimburse us for all Metered Number charges for the Metered Number and our other expenses associated with providing the Service. Such rights shall be in addition to all rights and remedies available to us under law or equity.