EveryCarListed.com® SuperDeal GOLD Bundle
Terms and Conditions

Rev. Feb./2012

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. Leads.
   "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.
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. 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, 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 initial 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 Numbers, 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. You must provide us up-to-date new car inventory and used car inventory through an automated third party feed. You may not decline leads from our networks.
4. 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.
5. 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.
6. Disclaimers. WE DO NOT WARRANT (I) THE NUMBER OF LEADS TO BE GENERATED BY YOUR ELECTRONIC ADS; (II) THAT ANY LEAD OR QUALITY LEAD REPRESENTS A LEGITIMATE INQUIRY OR INDICATES ANY PROBABILITY OF A PURCHASE TRANSACTION; (III) THAT THE ELECTRONIC ADS WILL APPEAR IN RESPONSE TO A PARTICULAR QUERY; (IV) THE SPECIFIC PLACEMENT OF YOUR ADS RELATIVE TO ADVERTISING OF OTHER BIDDERS OR ADVERTISERS; YOU FURTHER ACKNOWLEDGE THAT THE DISPLAY OF PROGRAM INFORMATION WILL NOT OCCUR IN "REAL TIME" AND WILL BE DELAYED 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.
7. Changes to Program Terms. We reserve the right to change the terms on which we provide the Program and may change these terms and conditions by providing you notice via e-mail or by posting such changes online on Everycarlisted.com. Your continued participation in the Program following such changes will constitute consent to such changes. In addition, we reserve the right to terminate the Program at any time for any reason.