Local Search Engine Marketing Services Terms and Conditions
Rev. June / 2012

If you have ordered Search Engine Marketing Services, you agree to the Electronic Ads and Electronic Services Terms and Conditions and to the following additional terms and conditions:

"Search Engine Marketing Services" or "Services" are optimization and management of existing PPC accounts and/or creation, optimization, and management of new PPC campaigns. Search Engine Marketing Services will be provided in accordance with our procedures for the URL you designate. We may provide Services for a temporary website we create for you based on information you provide if the URL you designate is not available at the time we begin to provide Services. We will replace any temporary website with your new website as soon as it is launched.

1. Fees and Payment. Fees for the Services include a Management Fee (herein so called), Media Fees (herein so called), and for six-month contracts, a Set Up Fee (herein so called). The Management Fee is variable and is based on the amount of Media Fees that are incurred per month, as indicated in the schedules below. Media Fees are variable and include per click charges. (Media Fees are click charges) we incur in connection with the placement described in Section 2 below. You will specify the maximum monthly total of the Management Fee and the Media Fees that you will incur (the "Advertising Budget") from time to time in accordance with our procedures. We will bill you for the Management Fee for the first month of Term, and if applicable, the Set Up Fee, immediately, and thereafter will bill you monthly in arrears for the Management Fee and for all Media Fees incurred during the prior month. If you are using a credit card as your method of payment we will periodically charge your credit card for Media Fees incurred during the month. We may require or may, but have no obligation to, agree to other billing arrangements and/or payment methods in our sole discretion.
2. Advertising Placement. You authorize us and designate us as your agent to submit Content (as defined below) to our Electronic Platform, on other Program Sites (as defined below) we own, and on third party Program Sites in accordance with your Advertising Budget in response to searches or selections by or characteristics of end users, as determined by us, for paid placement advertising and to bind you to any agreements and terms and conditions required by such search engines and other Internet publishers as a condition to submit the Content. . "Program Sites" means our Electronic Platform and other electronic sites and applications, including search engines, that are delivered to end users through any transport means and that meet our criteria for Search Engine Marketing Services (which may change at any time without notice).
3. Our Rights. We may modify the content of your Electronic Ads 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, augment content, or add links to, your Electronic Ads, 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. 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 and the associated PPC bid rates for those campaigns to your Electronic Ads.
4. Pausing Your Account. You may request that we pause your Services account at any time during the term of your Marketing Services Agreement. During the time your account is paused, we will not submit Content to search engines and other Internet publishers and you will not be responsible for any Media Fees. However, you will continue to be responsible for the monthly Management Fee during the time your account is paused. You must notify us when to resume advertising placement.
5. Metered Number. Using unique telephone number(s) (whether one or more, the "Metered Number") acquired by us and inserted in your PPC 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 "Metered Number Service"). We will provide the Metered Number during the term we provide the Search Engine Marketing Services. **Thereafter, 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.

6. Disclaimers. WE DO NOT WARRANT (I) THE NUMBER OF CALLS, CLICKS, OR IMPRESSIONS TO BE GENERATED BY THE PAY-PER-CLICK ADVERTISING; (II) THAT ANY CALL, CLICK, OR IMPRESSION REPRESENTS A LEGITIMATE INQUIRY OR INDICATES ANY PROBABILITY OF A PURCHASE TRANSACTION; (III) THAT THE PAY-PER-CLICK ADVERTISING WILL APPEAR IN RESPONSE TO A PARTICULAR QUERY; (IV) THE SPECIFIC PLACEMENT OF YOUR PAY-PER-CLICK ADVERTISING RELATIVE TO ADVERTISING OF OTHER BIDDERS OR ADVERTISERS; (V) THAT A BID, OR CHANGE TO OR WITHDRAWAL OF A BID, WILL BE IMPLEMENTED WITHIN A SPECIFIC TIMEFRAME; OR (VI) THE ACCURACY OR CURRENCY OF BIDS OF OTHER BIDDERS. YOU ACKNOWLEDGE THAT BID PRICE IS NOT THE SOLE FACTOR DETERMINING PLACEMENT OF PAY-PER-CLICK ADVERTISING. YOU FURTHER ACKNOWLEDGE THAT THE DISPLAY OF PAY-PER-CLICK PROGRAM INFORMATION, INCLUDING, WITHOUT LIMITATION, YOUR BIDS, BIDS OF OTHER BIDDERS, AND CLICK COUNTS 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. 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 online advertising, print 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 Search Engine Marketing Services, you will immediately notify our SuperCare department by calling 866-478-2611. We are not responsible for any failure of the Metered Number Service resulting from your failure to do so.
8. Access and Use of Results. You grant us specific permission to administer, monitor, and access your recorded calls to provide reports to you, verify the call recording service, and for other administrative purposes. You also agree that we may use, disclose, and publish, at our discretion, all call tracking information and results arising from the Metered Number. You may not disclose to any third party the existence or terms of this Agreement or the results arising from the Metered Number.
9. Your Representations and Warranties; License and Grant of Rights.
(a) You agree to abide by the terms and conditions and any other guidelines or requirements applicable to the Program Sites to which we submit the Content. Any violation of any such terms and conditions or other guidelines or requirements will be considered a material breach of this Marketing Services Agreement.
(b) You represent and warrant that: (i) you have and will continue to have the absolute and unrestricted right to publish and use (including use as searchable text or “keywords”) all words, phrases, logos, brands, products, service, affiliations, certifications, and all other content used in your online advertising, including all content added by us to your online advertising, including your temporary website, as part of the Services (together, the “PPC Advertising”), and in the Advertiser Websites (as defined below) (collectively, the “Content”); (ii) the Content does not infringe the intellectual property, proprietary, publicity, privacy or other rights of any third party; (iii) the Content and all products and services referenced therein comply with all applicable laws and regulations and have not otherwise resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity; (iv) you are fully authorized to publish the Content; (v) the Content is and will remain accurate and is not misleading, defamatory, libelous, slanderous or threatening and does not advertise illegal activity or constitute illegal or fraudulent business practices in jurisdictions where it is displayed; (vi) you possess documentation substantiating all claims, express and implied, made in the Content; (vii) the Advertiser Websites will at all times be operated by you or on your behalf, use secure technology to protect the data of users accessing such website(s) from a link in the PPC Advertising, and not implement or use technology that prevents users from using the browser “Back” button; (viii) the Advertiser Websites will look substantially the same to all users unless the Content of the Advertiser Website is relevant to the user’s selected keywords or other search criteria; and (ix) the Advertiser Websites will be free of viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information. Any breach of the warranties made in this Section will be considered a material breach of this Marketing Services Agreement. All advertising copy and other information submitted or selected by you in connection with the PPC Advertising will be included within the term “Advertiser Content” for the purposes of the rights, licenses and authority granted by you in the Marketing Services Agreement. “Advertiser Websites” means all websites to

which the PPC Advertising links.

(c) You acknowledge and agree that the Program Sites to which we or you submit the Content will have the non-exclusive, royalty-free, worldwide right and license to reproduce, publicly perform, display, distribute, reformat, resize, edit, cache, index, and transmit the Content and develop and operate links on the Program Sites solely for the purpose of providing services to you and that such Program Sites may distribute the Content throughout their networks of participating websites and other distribution outlets.

10. Term; Automatic Renewal. Unless otherwise specified in the Marketing Services Agreement, the term of the Search Engine Marketing Services will be 12 months. The term will begin on the date we first submit the Content to a Program Site. You may cancel the Search Engine Marketing Services in accordance with Section 4 of the Marketing Services Agreement only by giving us written notice as specified in Section 2 of the Marketing Services Agreement.

11. No Guarantees. Advertiser acknowledges and agrees that we make no specific guarantee or warranty regarding the Program Sites to which we submit the PPC Advertising, including without limitation placement of the PPC Advertising or of any specific results. Without limiting the generality of the foregoing, we do not warrant the number of calls, clicks, or impressions on your website or the PPC Advertising or that your PPC Advertising will appear in response to a particular query. We do not warrant that the performance of the Search Engine Marketing Services will be error free.

12. **Limitation of Liability. THE MAXIMUM AGGREGATE LIABILITY THAT WE MAY HAVE TO YOU WITH RESPECT TO THE PROVISION OF THE SEARCH ENGINE MARKETING SERVICES WILL BE LIMITED TO THE TOTAL AMOUNT OF MANAGEMENT FEE PAYMENTS YOU MAKE. We will have no liability in connection with the functionality or content of any Program Site not owned by us. This limitation of liability applies in addition to the limitation of liability contained in Section 9 of the Marketing Services Agreement.**

13. Our Remedies. If you breach these terms and conditions or the Marketing Services Agreement, including payment obligations, in addition to all other remedies available to us under the Marketing Services Agreement, we may 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 Metered Number Service. Such rights shall be in addition to all rights and remedies available to us under law or equity.

Media and Management Fees

A. The following Media and Management Fees are applicable when the first month of the Term is a partial month:

Minimum Range of Media Fees	Maximum Range of Media Fees	Management Fee
$ 0.00	$199.99	$100
$ 200.00	$399.99	$200
$400.00	$ 599.99	$300
$600.00	$ 799.99	$400
$800.00	$ 999.99	$500
$1,000.00 and up		See schedule below

B. The following Media and Management Fees are otherwise applicable:

Minimum Range of Media Fees	Maximum Range of Media Fees	Management Fee
$ 0.00	$ 1,199.99	$500
$ 1,200.00	$ 1,399.99	$550
$ 1,400.00	$ 1,599.99	$600
$ 1,600.00	$ 2,399.99	$700
$ 2,400.00	$ 3,999.99	$800
$ 4,000.00	$ 5,999.99	$1,000
$ 6,000.00	$ 7,999.99	$1,250
$ 8,000.00	$ 11,999.99	$1,500
$12,000.00	$ 15,999.99	$2,000
$16,000.00	$ 20,999.99	$2,500
$21,000.00	$ 25,999.99	$3,300
$26,000.00	$ 30,999.99	$4,050
$31,000.00	$ 35,999.99	$4,800
$36,000.00	$ 39,999.99	$5,600