

**TERMS AND CONDITIONS OF CONTRACT**  
**For Digital Products and Services**

**1. Parties and Contract.** These Terms and Conditions are incorporated into, and are a part of, the Advertising Contract. Accordingly, as used herein, the term “this Contract” includes (i) the document titled “Advertising Contract” and (ii) these Terms and Conditions. In the event of a conflict between the document titled “Advertising Contract” and these Terms and Conditions, these Terms and Conditions shall govern. “We,” “our” or “us” means AGI Publishing, Inc., a California corporation doing business as: The Buy Local Media Group, myyp.com, and Valley Yellow Pages. “You” or “your” means the person or legal entity shown after “Advertiser.” The particular product(s) or service(s) ordered are specified on the document titled “Advertising Contract.” This Contract is not binding on us until accepted by our management, which may be conditional.

**a. Digital Products and Services Defined.** These Terms and Conditions apply to Digital Products and Services. Digital Products and Services for the purpose of these Terms and Conditions consist of any products and services except Print Yellow Pages and Intentional Direct Mail, which have separate terms and conditions.

**b. No Transfer of Ownership.** No ownership in any of the products, services, platforms, technology, or associated content and data is being conveyed to you. All uses are by license only. This license will terminate when this Contract terminates.

**2. Term and Termination.**

**a. Term.** The initial term of this Contract is stated on the document titled “Advertising Contract.” This Contract may not be cancelled by you during the initial term unless you go out of business (see paragraph 5(e)). *Except for one-time set up services, after the initial term, this Contract will automatically renew on a month-to-month basis unless and until cancelled by either party.* Cancellations effective at the end of the initial term, or any month-to-month term, must be in writing and delivered to the other party at least 15 days prior to the end of the initial term or monthly cycle (if month-to-month). We must send cancellation notices to either the e-mail or mailing address provided on the Advertising Contract, or any other e-mail or mailing address subsequently provided by you to us. You must send cancellation notices to either: AGI Publishing, Inc., 4969 E. McKinley Ave., Suite 206, Fresno, CA 93727, or [CustomerService@myyp.com](mailto:CustomerService@myyp.com). We also reserve the right during any month-to-month term, upon the same notice required above, to: (i) change these Terms and Conditions, (ii) make changes to the products or services, and/or (iii) change our pricing.

**b. Pre-Provision Termination for Delinquencies.** We may terminate this Contract prior to provisioning the products or services if there are any delinquent bills outstanding for any prior contracts between you and us.

**c. Other Termination or Modification by Us.** In addition to the above, we may terminate this Contract and discontinue providing the products and services at any time without liability if we or our vendor(s) discontinue offering the products and services for any reason. In such event, you will only be obligated to pay through the month of termination.

**3. Changes to the Platform, Products, or Services.** We may change the title, appearance, content, organization, design, functionality, domain name, or any other characteristic of the products or services

(and any associated platforms), including to our myyp.com website (if applicable). Such changes will not constitute a breach of this Contract.

#### **4. Business and Advertising Content.**

**a. Providing Content.** You must provide advertising content, information about your business, and/or business profile access (if applicable) upon our request. If you fail to do so, we may be unable to provide you with the product or service you ordered, but you will remain obligated to make payments. If we (or another party on our behalf) create or supply any artwork, illustrations, photographs, text, electronic files, or other content on your behalf, we retain ownership of the copyrights and all other intellectual property interests in such materials. You may not, without our express written consent, use any content supplied by us or our vendor for any purpose other than the products and services under this Contract.

**b. Our Right to Reject/Alter Content.** We may, at any time, reject or alter any business or advertising content which we, in our sole discretion, deem inappropriate, offensive, or unlawful.

**c. Your Representations and Warranties re: Content.** You represent and warrant that any business or advertising content you supply (or authorize for use) will not violate any copyrights, trademark, service mark, trade name, or any other rights of any third party, and that the content will contain only matters which are truthful and lawful, and will contain no matter which is misleading, libelous, or injurious. You also represent and warrant that you and any individuals listed in connection with your business have all required licenses to provide the goods and services advertised. If we receive allegations that your content violates any law or third party rights, including without limitation copyrights or trademark rights, we may (but are not obligated to) remove the disputed content or discontinue the products and services without liability.

**d. Individual Publicity Rights.** If the name, image or likeness of any individuals are identifiable as part of the content you supply to us, you represent and warrant that you have all necessary permissions from such individuals.

**e. Privacy.** You warrant and represent that you will comply with all applicable privacy laws and will not collect, store, process, disseminate, use, provide, make available, or cause us or our vendor to use, any personally identifiable information or other data in a manner forbidden by law.

**f. Placement and Positioning.** No specific placement or position for any advertisement is guaranteed. On platforms we control, our internal rules for placement and positioning may change according our business judgment.

**g. Use of Other Vendors and Platforms.** We may perform our obligations through independent vendors with whom we are contracted, who may utilize other vendors, technologies, and/or platforms. Unless this Contract is solely for Mobile Banner Ads, you agree to abide by the terms of our vendor at [www.vendasta.com/terms](http://www.vendasta.com/terms). In the event of a conflict between this Contract and the aforementioned terms, this Contract will govern.

**h. Reliance on Third-Party Platforms.** If you are acquiring services that rely on third-parties, e.g., Google, Facebook, etc., you acknowledge that: (1) you must comply with the rules or guidelines of the third parties when you use their services; (2) we do not have any control over the third party's platform or services; and (3) a third party's platform or service may stop or change from time to time. The aforementioned limitations are outside our control and we have no responsibility for any impact they may have.

**i. Domain Name Registration and Transfer.** If this Contract includes Website and Hosting, unless you already have a domain name for use, we or our vendor will acquire a domain name for you. We cannot guarantee that the domain name(s) you request will be available for use. A domain name you request must be freely available for the minimum fee and not already owned by someone else. During the performance of this Contract, the domain name will be held in the name of us or our vendor. Upon termination of this Contract, provided you are current on all payment obligations for this and any other contract with us, we will cooperate upon your request in releasing ownership of the domain name to you. You will be responsible for any external fees associated with the release of the domain name.

## **5. Payment Obligations.**

**a. Monthly Payments.** You agree to pay all monthly amounts due according to the payment schedule on this Contract. Except as otherwise provided in this Contract, your liability to us arises only as time goes by and monthly payments become due. Payment will be made via debit card, ACH, or credit card. You authorize us to initiate a charge or debit to the credit card or bank account you provide to us, without further authorization or notice, and whenever the next payment is due. In the event the attempted charge or debit fails, you will remain obligated for that and future charges through the term of your contract.

**b. Late Fees and Interest.** We incur substantial expenses in providing our products and services and your failure to make timely payments subjects us to substantial losses. You agree that time is of the essence in your payment, and that you will pay strictly in accordance with the payment schedule. It is also agreed that if you are late with a payment, it would be extremely difficult or impractical to fix actual damages resulting from the late payment; therefore, you agree to pay us a late charge of \$20.00 for the cost of administering the late payment for each month you are late. In addition, the lesser of interest at 1.65% per month (19.8% Annual Percentage Rate) or the highest rate allowed by law will be charged on all past due principal amounts. You also agree to an additional \$25.00 service fee for any dishonored check.

**c. Credit and Collections.** In the event you breach any payment obligations, we may also refer you to collection and credit reporting agencies.

**d. Early Termination Fee.** If this Contract is for a minimum term commitment, and you breach or repudiate this Contract prior to the fulfillment of the minimum commitment, then in addition to all other remedies herein, we may (but are not required to) elect to discontinue the products and services without liability and declare the Contract terminated. In such event, in addition to all other past due amounts, you will pay an Early Termination Fee equal to 50% of the remaining payments that you would otherwise owe if the Contract were fully performed through the end of the term. The parties agree that such Early Termination Fee is reasonable in light of our upfront sales, set up, and opportunity costs in connection with this Contract.

**e. Out-of-Business Debt Forgiveness.** Notwithstanding the foregoing, and subject to the requirements stated below, if your telephone service for all telephone numbers shown for your business in connection with our products and services is terminated and you stop conducting business in the geographical area(s) in which you are advertising, you will no longer be obligated for any monthly amounts that would otherwise become due, beginning with the next month after such events occurred. In order to be relieved of any such obligations, you must notify us in writing within 60 days after you stop conducting business within the geographical area, and you must provide us with a copy of your final phone bill and any other documentation we may request. Written notice must be delivered to: AGI Publishing, Inc.; Attn: Accounts Receivable; 4969 E. McKinley Ave., Suite 206, Fresno, CA 93727 or CustomerService@myyp.com. The sale of your

business, however, will not relieve you from any obligations to pay monthly amounts as they become due.

**f. Co-op Advertising Disclaimer.** Any co-op advertising arrangement is between you and the manufacturer, distributor, etc. A failure to receive any expected co-op reimbursement does not relieve you of your financial obligations to us.

**6. Terms Specific to Mobile Banner Ads.** If you purchased Mobile Banner Ads, the following additional terms apply.

**a. Prohibited Categories.** The following categories are prohibited from advertising on Mobile Banner Ads:

- 1) Illegal, prescription, or recreational drugs
- 2) Supplements
- 3) Weapons, ammunition, or explosives (includes gun stores and gun ranges)
- 4) Adult products or services
- 5) Liquor Stores (bars may advertise food and drink specials or entertainment)
- 6) Tobacco and Vape Shops
- 7) Lotteries
- 8) Gambling sites
- 9) Casinos may be marketed, however, the advertising needs to feature the food, drinks, entertainment or specials taking place at the casino and cannot feature games or gambling related activities.

**b. Placement and Positioning.** You will be provided with a mobile banner advertisement and, if you choose, a mobile landing page. Mobile banner ads will be displayed at any time of day and any day of the week on mobile apps within our vendor's network. No specific placement or positioning on a mobile app is guaranteed. Nor is it guaranteed which particular apps your Mobile Banner Advertising will appear on within our network of apps.

**c. Zip Code Selection.** Your Mobile Banner Advertising will be displayed on consumer smart phones located within the zip codes you select. You must select a minimum of two zip codes in order to meet the average minimum number of impressions on the Advertising Contract. However, in Lassen and Plumas Counties, you must include either: 95923, 95934, 96020, 96105 or 96137 as one of your zip codes. In the event these requirements are not followed, the minimum guarantee will not apply.

**d. Failure to Deliver the Minimum Impressions.** In the event the minimum number of impressions specified on the Advertising Contract is not delivered (averaged over the initial term of the contract, and subsequently over the prior 12 months) we will "make good" by delivering the additional required impressions in a future month or month(s) without charge. If you are not on pace to receive the required minimum number of impressions, we may require you to increase your advertising territory by adding an additional zip code(s) to ensure the minimum number of impressions in future months. The foregoing shall be your exclusive remedy for our failure to deliver the average minimum number of impressions.

**7. Disclaimers related to Websites; Accessibility.** The following paragraphs pertain specifically to website services.

**a. Accessibility.** "Audio Eye" is available as an add-on service for an additional monthly fee. Audio Eye is a platform provided by our vendor that provides additional features designed to improve the website's accessibility to persons with disabilities.

**b. Disclaimers.** For all websites, with or without Audio Eye, we do not represent that the website or any of its content or functionality will comply with all of your obligations under law for your specific business or industry. You agree that you remain solely responsible for your compliance with applicable laws. We are not responsible for any disputes or claims that arise between you and your customer(s) related to the use or accessibility of the website. All websites, including those with Audio Eye, are provided on an “as is” and “as available” basis without express or implied warranties of any kind.

- 8. Choice of Law; Venue; Legal Fees.** California substantive law governs this Contract without regard to the conflict of law provisions. This Contract will be performed in Fresno County, CA. Venue for any legal disputes will be in Fresno County, CA. Both parties waive any rights to participate in any class or representative legal action related to this Contract and waive any rights to a jury trial. In any legal action to collect amounts owing to us under this Contract, the prevailing party will be entitled to reasonable attorneys' fees, court and/or arbitration costs (including the fees of the arbitrator) and costs of collections, in addition to any other relief awarded.
- 9. No Waiver.** Any waiver of our rights under this Contract must be in writing and will not constitute a waiver of any similar or future rights. Our acceptance of partial or delinquent payments or our failure to exercise any right to late charges will not be considered a waiver of any rights herein. Additionally, we may apply any payment made by you to any past due debt then owed by you to us whether under this Contract or otherwise. You waive the provisions of the Civil and Commercial Codes relating to accord and satisfaction. No acceptance of any payment or any instrument marked with any restricted covenant or other limited or conditional endorsement will be deemed a waiver of our rights under this Contract.
- 10. Indemnification.** You agree to indemnify, defend and hold us and any of our shareholders, directors, officers, employees, agents, representatives and assigns harmless from and against all claims, demands, damages, losses, expenses, costs of defense, attorneys' fees, and liabilities arising out of or in any way caused by or connected with this Contract. Any legal defense provided by you to us under this paragraph shall be performed by counsel satisfactory to us.
- 11. Additional Disclaimers: User Content.** The products and services are supplied on an “as is” and “as available” basis. To the fullest extent permitted under applicable law, except as expressly stated in this Contract, we and our vendor(s) disclaim all: warranties (including, but not limited to, any implied warranties of merchantability fitness for a particular purchase and non-infringement) and guarantees, whether express or implied, oral or otherwise. We do not warrant and you expressly disclaim any reliance on any statements or representations, including estimates, not contained in this Contract, including without limitation, the number of responses to your business information, the performance of our website or other advertising platforms, the number of impressions, internet traffic, search ranking, views, clicks, new customers, business traffic, the number or nature of customer reviews, or any other business benefit. We do not control third-party websites and platforms, nor do we control the algorithms of third-party search engines, which may be changed at any time. In addition, some of our products and services allow users to rate and review your business and may also allow them to upload images. We do not monitor and are not responsible or liable for any user-generated content.
- 12. Assignment.** You may not assign or transfer any rights or obligations under this Contract without our express written consent, which may be granted or withheld in our sole discretion. Subject to the foregoing, this Contract is binding upon and shall inure to the benefit of each party’s successors and permitted assigns. We may sell, assign or transfer our rights and obligations under this Contract (or any portion thereof) to any person or entity at any time.

13. **Entire Agreement.** This Contract is the entire and final agreement between you and us. We are not bound by any agreement, representation or understanding not expressed herein. If any part of this Contract is held to be unenforceable, the enforceability of the remainder of this Contract shall not be impaired.

### **LIMITATION OF LIABILITY**

14. **Limitation of Liability.** Our liability for any cause of action arising out of or related to this Contract, including for errors or omissions by us, will be limited to a pro rata adjustment of the amount owed by you in the same proportion that the effectiveness of the products and services has been reduced. If the effectiveness of such products and services has not been reduced, then we will not be liable for any such cause of action. In no event will we be liable for any loss of your business, revenues or profits, your cost of other forms of advertising, or special, consequential, indirect or punitive damages of any nature. No refund by us to you will exceed the price of the products and services stated on this Contract. The foregoing provisions apply to the full extent permitted by law, regardless of whether your claim is based on contract, tort, statute, regulation, or otherwise. The recovery allowed herein constitutes our sole liability to you and your exclusive remedy against us in the event of such error, omission, or other breach of duty to you. However, if you do not desire to waive such claim for loss or damages, you may negotiate to pay additional charges upon contract signing, with our President's written approval, so that our liability will not be limited as stated herein. These additional charges will be based on the type of business, the monthly bill, and other factors of risk. If you are interested in obtaining additional information about this option, you must call our customer service manager at 800-350-8887. Whether or not additional charges are paid, all claims based on any errors or omissions must be made during the 12 month period following the initial provision of the products or services. All claims not made within this time period are waived and may not be asserted in any lawsuit or arbitration proceeding. For the purposes of this paragraph, "we," "our," and "us" also includes our employees, officers, directors and agents.

### **BINDING ARBITRATION**

15. **Binding Arbitration.** You and we agree to binding arbitration of all disputes, claims or controversies between you and us, except as set forth in this paragraph. For purposes of this paragraph, "we," "our," and "us" also includes our employees, officers, directors and agents. For purposes of this paragraph, "you" or "your" also includes your employees, officers, directors, agents, partners, shareholders, members, heirs, executors and assigns. This arbitration agreement includes any dispute, claim or controversy arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, statute, regulation, fraud, misrepresentation or any other legal theory, including but not limited to, any provision of this Contract or the performance or breach of this Contract, and including but not limited to, all disputes, claims or controversies that arose before this Contract or any prior agreement, or which may hereafter arise, and claims that may arise after the termination of this Contract. This arbitration agreement shall survive the termination of this Contract. Either you or we may initiate arbitration by sending to the other, by certified mail, a written demand for arbitration (the "Demand"). If you initiate arbitration, the Demand must be sent to AGI Publishing, Inc., 4969 E. McKinley Ave., Suite 206, Fresno, California 93727, Attention: Legal Department. If we initiate arbitration, the Demand must be sent to you at the address listed for Advertiser in the Advertising Contract. The Demand must describe the nature and basis of the dispute, claim or controversy and set forth the relief sought. Any dispute, claim or controversy shall be resolved by binding arbitration before a single arbitrator administered by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules then in effect, as modified by this Contract. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by telephoning (800) 778-7879. The arbitration shall take place in Fresno, California. If the claim is for Ten Thousand Dollars (\$10,000) or less, you may choose whether the arbitration shall be conducted solely based on documents submitted to the arbitrator, through

a telephonic or videoconference hearing, or by an in-person hearing. Each party shall initially bear its own filing, administrative and arbitrator fees and costs, subject to any later reimbursement the party may be entitled to pursuant to this Contract or applicable law. The decision of the arbitrator shall be binding and conclusive on all parties, and there shall be no right of appeal therefrom, and judgment may be entered upon the decision of the arbitrator by any court of competent jurisdiction. You recognize that, in agreeing to arbitration, among other differences, there is no judge or jury in arbitration, discovery is more limited than in court, and court review of an arbitration decision is limited. **You and we agree that any dispute, claim or controversy may be conducted only on an individual basis and not on a class, consolidated or representative basis;** neither you nor we shall be a member in a class, consolidated or representative proceeding; and the arbitrator is only authorized to award relief on an individual basis. **You may choose to pursue your dispute, claim or controversy in court and not by arbitration if you opt out of this arbitration agreement within the “Opt-Out Deadline”.** The Opt-Out Deadline is thirty (30) days from the date on which you sign the Advertising Contract. You may opt out within the Opt-Out Deadline by sending a written notice by certified mail to AGI Publishing, Inc., 4969 E. McKinley Ave., Suite 206, Fresno, California 93727, Attention: Legal Department indicating that you wish to opt out of arbitration.