

**TERMS AND CONDITIONS OF CONTRACT**  
**For Google Advertising**

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. This Contract also includes the terms of any accompanying addendum. “We,” “our” or “us” means AGI Publishing, Inc., a California corporation doing business as: The Buy Local Media Group, Valley Yellow Pages, and myyp.com. “You” or “your” means the person or other legal entity shown after “Advertiser.” This Contract is not binding on us until accepted by our management, which may be conditional.

2. **Term and Termination.**

**a. Term.** The term of this Contract is indicated on the front of the Advertising Contract. At the end of the term, the Google Ads program will be discontinued unless a new contract is entered into for the Google Ads program. There will be no automatic renewal of this Contract.

**b. Pre-Provisioning Termination for Delinquencies.** We may terminate this Contract prior to provisioning the program 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 Google Ads program at any time without liability if we or our vendor(s) discontinue offering Google Ads program for any reason. In such event, you will only be obligated to pay through the month of termination.

3. **Advertising Content.**

**a. Content.** You must provide us with any content or information about your business that we request. If we or our vendor supply any search terms for your Google Ads program, those terms may be proprietary and may not be shared with you.

**a. Our Right to Reject/Alter Content.** We may, at any time, reject or alter any requested content which we, in our sole discretion, believe to be inappropriate, offensive, or unlawful.

**b. Your Representations and Warranties re: Content.** You represent and warrant that any content or information 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 your content will contain only matters which are truthful, lawful, and authorized for use, and will contain no matter which is misleading, libelous, or injurious. You also represent and warrant that you and any individuals identified through your Google Ads program have all required licenses to provide the goods and services advertised. If we receive allegations that your advertising or business practices violate any law or third party rights, including without limitation copyrights or trademark rights, we may (but are not obligated to) remove the disputed content from the Google Ads program or discontinue the entire program without liability.

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

#### 4. **How Our Google Ads Program Works.**

**a. The Campaign.** We will create and manage a Google Ads campaign for you. This involves creating a campaign strategy and researching, identifying, and purchasing certain words and phrases from Google. A portion of the monthly fee identified on your contract will be spent directly on ad word purchases from Google (sometimes referred to as your “Google budget”). The remaining portion of the monthly fee is for the management and optimization service provided by us. Your Google Ad program will result in a Google Ad listing for your business appearing at the top or bottom of a Google search results page. Your budget will only be charged when an end user clicks on your ad or clicks to call you from your ad. If you click on your own ad, that will reduce your budget accordingly. You will have a daily budget amount for each day of your campaign. We cannot and do not guarantee that your ad listing will always show up on the top three results of a search, although that will be our goal that we will strive to achieve as often as realistically possible. The Google Ad program does not include “sponsored advertising” results on Google.

**b. Your Cooperation.** We will need your cooperation to build your Google Ad campaign. You will need to supply us with all information requested by us or our vendor, including the geographic areas you wish to target. It takes approximately 15 days to research and build the campaign. Any delay in responding to our requests during this time will cause a corresponding delay in the launch of your program. This initial set up process, with or without delays, will not extend the term of this Contract. However, the amount spent directly on words and phrases purchases from Google will be reallocated over the remaining term of your contract so that the total amount spent will remain the same over the term of your contract.

**d. Landing Page.** You must have a landing page (or a website that can function as your landing page) for Google advertising clicks. If your Contract includes the purchase of a landing page as part of your Google Ads program, we will build and host a landing page for you. When the term of this Contract ends, the landing page will be disabled and will no longer function. If we (or a vendor on our behalf) create or supply any artwork, illustrations, photographs, text or other content for your landing page, then we (or the vendor on our behalf) retain ownership of copyrights and all other intellectual property interests in such materials. You may not use any content supplied by us or our vendor for any purpose other than your Landing Page purchased from us.

**e. Use of Third Party Vendors.** We may perform our obligations through a third party vendor, who may utilize other third party vendors, technologies, and/or platforms.

**f. Garage Door and Locksmith Categories.** These types of businesses must be verified by Google prior to a campaign being launched. The verification process can take up to three months. We or our vendor will coordinate this process for you. Once your business has been verified, your campaign term will begin. However, your monthly payment obligations will begin on the date of your contract and will continue during the verification process until the total payments required by your contract have been fulfilled. Once your Google Ad campaign begins, it will extend beyond the end of the billing term until you have received the total amount of months in your Google Ad campaign.

**g. Other Restricted Categories.** Google may have restrictions on other categories, for example, housing, employment, and lending, where certain targeting options are not available. We will work with you to optimize your campaign within the restrictions imposed by Google.

**h. Google Rules, Terms and Conditions.** All advertising services purchased from us are subject to the rules, terms, and conditions published by Google for such advertising, which may change from time to time.

5. **Payment Obligations; Remedies.**

**a. Monthly Payments.** You agree to pay us all amounts due according to the monthly payment schedule. 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, whenever the next payment is due. In the event the attempted charge or debit fails, you will be contacted and must immediately furnish payment to us.

**b. Late Fees and Interest.** We incur substantial costs and expenses in the performance of this Contract 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, interest of 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.

**c. Early Termination Fee.** If you breach or repudiate this Contract, including, without limitation, by failing to make any payment when due, then in addition to all other remedies herein, we may elect to discontinue your Google Ads program 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. The parties agree that such Early Termination Fee is reasonable in light of our upfront sales, set up, and opportunity costs in connection with the Google Ads program.

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

**e. Out-of-Business Debt Forgiveness.** Notwithstanding the foregoing, and subject to the requirements stated below, if you stop conducting business and your telephone service for all telephone numbers utilized in your business is terminated, you will no longer be obligated for any future monthly amounts that would otherwise become due, beginning with the next month after we are notified and receive all required documentation. In such event, we will also discontinue providing the Google Ads program. In order to notify us that you are out of business and be relieved of any such obligations that would otherwise become due, you must notify us in writing and 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; 1850 N. Gateway Blvd., Fresno, CA 93727 or CustomerService@myyp.com. The sale of your business, however, will not qualify for debt forgiveness under this paragraph.

**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. **No Guarantee of Business or Results.** We do not guarantee and you expressly disclaim any reliance on any statements, representations, or estimates not contained in this Contract, including without limitation, the performance of your Google Ads program, the number of phone calls, clicks, impressions, sales, customers, organic or paid Google search ranking, or any other business benefit that may result from your Google Ads program.

7. **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. 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.
8. **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.
9. **Indemnification.** You agree to indemnify, defend and hold us and any of our shareholders, directors, officers, employees, agents, representatives, vendors, contractors, 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 or the provisioning of your Google Ads program. Any legal defense provided by you to us under this paragraph shall be performed by counsel satisfactory to us.
10. **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.
11. **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**

12. **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 charges in the same proportion that the effectiveness of your Google Ads program has been reduced. If the effectiveness of your Google Ads program 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 liability or refund by us to you will exceed the price of the Google Ads program stated on this Contract. The foregoing provisions apply to the fullest 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 installment 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 in connection with Google Ads program

must be made during the 12-month period following the date the error or omission was or should have been discovered (whichever is earlier). 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, vendors, contractors and agents.

### **BINDING ARBITRATION**

- 13. 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, vendors, contractors, 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., 1850 N. Gateway Boulevard, 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. 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 and discovery is more limited than in court. **Additionally, 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.**