

**TERMS AND CONDITIONS OF CONTRACT
For Listings Management and Account Set Up Services**

1. **Parties and Contract.** 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: Valley Yellow Pages, myyp.com, and The Buy Local Media Group. “You” or “your” means the person or other legal entity shown after “Advertiser.” This Contract is not binding upon us until accepted by our management, which may be conditional. Acceptance may be evidenced by the provision of services ordered. These terms and conditions apply to the following services, if ordered:

- Listings Management
- One-time Account Set Up Services for Google My Business, Facebook, Yelp, and/or Twitter accounts.

2. **Term and Termination.**

a. **Listings Management Term.** For Listings Management services, the initial term of this Contract will be 12 months. This Contract may not be cancelled by you during the initial term. *After the initial 12-month term, the term will automatically renew on a month-to-month basis unless and until cancelled.* Cancellations effective at the end of the initial 12 month 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 current 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 address subsequently provided by you to us. You must send cancellation notices to either: AGI Publishing, Inc., 1850 N. Gateway Blvd., Fresno, CA 93727, or 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 services provided, and/or (iii) change our pricing.

b. **Account Set Up Services.** Account Set Up Services are a one-time service. No services are provided beyond the initial account set up.

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

d. **Other Termination or Modification by Us.** In addition to the above, *we may terminate this Contract and discontinue providing the services at any time without liability if we or our vendor(s) discontinue offering the services for any reason.*

3. **Services Provided.**

a. **Listings Management (if ordered).** Listings Management consists of the submission (via API) of your business data and profile through a network of third party directory websites. Some websites will receive and display the data immediately upon receipt of the API submission, but others can take up to several weeks, depending on the internal process of the website. After initial submission, updates are sent once a

month via API. Monthly reports will be sent to you to assist you in monitoring your listings within the directory websites in the network and in identifying any problems. The Listings Management services also consist of submitting your business data to data aggregators, who distribute data to a broader audience of publishers and information providers. The data submission to the aggregators is a one-time submission that takes place after the initial purchase.

- b. Limitations to Listings Management.** The following limitations apply to Listings Management Services: (1) The third party directory websites in the network are subject to change, and websites can be added or removed from the network at any time; (2) All content submitted by you is subject to the third party directory websites' standards and policies, and any such content may be rejected or modified, in whole or in part, by a third party website in its sole discretion; and (3) We do not guarantee that any listing, content or profile will be displayed on every third party website in the network.
- c. Account Set Up Services (if Ordered) and Limitations.** Account Set Up Services are provided for Google My Business, Facebook, Yelp, and/or Twitter accounts (if ordered) as a one-time set up service. No services are provided beyond the initial account set up. Some parts of the Account Set Up Services require you to take action to verify your information. We may not be able to complete the Account Set Up Services if you do not respond to a request for you to verify your information or if you fail to take action to verify your information. In addition, these services rely on third parties, e.g. Google, Facebook, etc., to do certain things. You acknowledge that: (1) you must comply with the rules or guidelines of the third parties, e.g., Google, Facebook, etc. when you use their services; (2) we do not have any control over the third party's services; (3) a third party's service may stop or change from time to time; and (4) we cannot provide an Account Set Up Service if an account already exists for your business with that particular third party. The aforementioned limitations are outside our control and we have no responsibility for any impact these events may have.
- d. Advertiser Warranties re: Content.** You represent and warrant that any business data or profile content you supply in connection with this Contract does not violate any copyrights, trademark, service mark, or trade name rights of any third party, and that your data and profile content contains only matters which are truthful, lawful, and authorized for use. You also represent and warrant that you and any individuals listed in your business data or profile have all required licenses to provide the goods and services advertised. If we receive allegations that content in your business data or profile 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 from our services.

4. Licenses.

- a. To Us.** You hereby grant us and our licensees a non-exclusive, worldwide, royalty-free, transferable (in the event of a sale or other change of control of our business), perpetual, irrevocable right and license to use, copy, publish, distribute, syndicate, and reformat any and all listing content, and other content that you provide in connection with this Contract. We may sublicense this right to any of our vendors and other online content providers. This license will survive any termination of this Contract.
- b. To You.** We hereby grant you a limited, non-exclusive, non-transferable right and license to access and use the services purchased solely in connection with your legitimate business needs. This license will terminate when this Contract terminates.

5. Payment Obligations.

a. Monthly Payments. You agree to pay us or our agent 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.

b. Late Fees & Interest. We incur substantial costs and expenses in performing 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.

6. Additional Remedies for Breach. If you breach this Contract, in addition to the other remedies expressed herein, we may declare all amounts that may become due under this Contract immediately due and payable without notice to you. We may also refer you to collection and credit reporting agencies. You agree to a \$25.00 service fee for any dishonored check.

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, 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.

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 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.

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. Except as otherwise provided in paragraph 2, above, this Contract may not be modified except in writing signed by an authorized representative of each party.

- 12. Additional Disclaimers/No Warranties.** The services provided by us in connection with this Contract are supplied on an “as is” and “as available” basis. To the fullest extent under applicable law, we and our vendor(s) make no, and disclaim all: warranties (including, but not limited to, any implied warranties of merchantability fitness for a particular purchase and non-infringement), guarantees, and other representations, 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 views or responses to your business information, any particular results, or any other business benefit.

LIMITATION OF LIABILITY

- 13. Limitation of Liability.** In no event shall we be liable to you for any cause or action arising out of or related to this Contract or the services provided, regardless of the form of action or theory of recovery, for any: (1) indirect, incidental, consequential, special, punitive or exemplary damages, regardless of whether we or you have been made aware of their possibility; (2) lost profits, loss of business, loss of data or business interruption losses; and/or (3) direct damages in an amount in excess of the amounts paid by you under this Contract. For the purposes of this paragraph 13, “We” also includes our employees, officers, directors, vendors, and agents. However, if you do not desire to limit our liability as such, you may negotiate to pay additional charges upon contract signing, with our CEO’s written approval. These additional charges will be based on the type of business 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. Any claims by you relating to this Contract or the service provided shall be brought within one (1) year after you knew, or reasonably should have known, of the existence of the claim.

BINDING ARBITRATION

- 14. 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 14. For purposes of this paragraph 14, “we,” “our,” and “us” also includes our employees, officers, directors and agents. For purposes of this paragraph 14, “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 we, 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 Valley Yellow Pages, 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 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 bear its own filing, administrative and arbitrator fees and costs. 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. The arbitrator must follow this Contract. 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. We do not consent to class, consolidated or representative arbitration. **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 the earlier of the following occurs or has occurred: (i) the date on which you sign the Advertising Contract, or (ii) the date on which you signed any agreement with us containing a substantially identical arbitration agreement. You may opt out by, within the Opt-Out Deadline, by sending a written notice by certified mail to Valley Yellow Pages, 1850 N. Gateway Boulevard, Fresno, California 93727, Attention: Legal Department indicating that you wish to opt out of arbitration. This arbitration agreement shall be specifically enforceable by the parties.