

**TERMS AND CONDITIONS OF CONTRACT
For Print Yellow Pages 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 will 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: Valley Yellow Pages, myyp.com, and The Buy Local Media Group. “You” or “your” means the person or other legal entity shown after “Advertiser.” “Advertisement” or “Advertising” means all items included in this Contract to appear in our publication(s). This Contract is not binding on us until accepted by our management, which may be conditional. Acceptance may be evidenced by the appearance of the Advertising in the published directory. If, for any reason, we do not publish a directory, this Contract will be void as to that directory.

2. **Term and Termination.**
 - a. **Print Yellow Pages Issue Life.** This Contract applies only to the next issue of our directory for the designated directory area. Unless otherwise stated on the Advertising Contract, the issue life of a directory is generally 18 months, beginning with the initial delivery of the directory. However, the actual life of a directory may vary, in which case the amounts due will be the monthly charges for the actual number of months of the directory's issue life. There will be no automatic renewal of Print Yellow Pages advertising.

 - b. **Pre-Publication Termination for Credit or Delinquencies.** We may order a credit report about you, and we may periodically review your credit prior to publication of your Advertising. We reserve the right to request full payment in advance of print publication or to terminate this Contract if we, in good faith, determine you do not meet our credit criteria. In addition, we may terminate this Contract prior to print publication if there are any delinquent bills outstanding for any prior advertisement that was either ordered by you or that promoted you or any person included in the advertisement which is the subject of this Contract.

 - c. **Other Cancellation or Modification.** Except as otherwise provided above, this Contract may only be modified or cancelled by written agreement signed by both parties. Any request for such modification or cancellation by you must be in writing and sent to: AGI Publishing, Inc., Attn: Customer Service Department; 4969 E. McKinley Ave., Suite 206, Fresno, CA 93727 or CustomerService@myyp.com. Requests received after the close of our sales campaign will not be considered.

3. **Changes to Publications.** We may change the name, size, appearance, and/or content of the print Yellow Pages directory. Such changes will not constitute a breach of this Contract. The directories will not contain residential white pages listings.

4. Proofs, Advertising Content, and Placement.

a. Providing Content to Us. You must provide us with advertising content and artwork. If you fail to do so prior to the deadline we set, then we may publish solely your business name, address and telephone number. In such event, your payment obligations will remain the same. If we (or another party on our behalf) create or supply any artwork, illustrations, photographs, text or other content for your Advertising, we retain ownership of copyrights and all other intellectual property interests in such materials.

b. Our Right to Reject/Alter Content. We may, at any time, reject or alter any advertisement which we, in our sole discretion, deem inappropriate for our publication. You may not advertise any business interest other than that reflected in the accompanying contract documents and copy sheets.

c. Your Warranties about Content. You represent and warrant that any advertising content you supply to us (or authorize us to use) will not violate any copyrights, trademark, service mark, trade name, or any other rights of any third party, and that your Advertising contains only matters which are truthful, lawful, and authorized for use, and contains no matter which is misleading, libelous, or injurious. You also represent and warrant that you and any individuals listed in your Advertising have all required licenses to provide the goods and services advertised. If we receive allegations that your advertising 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 any forthcoming print Yellow Pages directory.

d. Pre-Publication Artwork Proofs. We will make reasonable efforts to provide you with an artwork proof for review prior to publication. However, that is not always reasonably possible. Your payment obligations are not contingent upon receipt or approval of a proof prior to publication. Additionally, there are no artwork proofs for listings. If we do provide proofs in time for changes, you must notify us in writing of any changes before the deadline we set. Otherwise, we will publish the advertising as shown and no adjustments will be made. Please be advised that colors, contrast, photos, and other features shown on a proof may appear differently in the published product and no adjustment will be made for those differences.

e. Placement. No specific position for any advertisement is guaranteed. We may place advertisements in any position, either on the page that includes the relevant heading, or on any page opposite thereto. We may print under any heading such matter as, in our judgment, is necessary or appropriate.

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 prior to publication 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. Out-of-Business Debt Forgiveness. Notwithstanding the foregoing, and subject to the requirements stated below, if your telephone service for all telephone numbers shown in your Advertisement is terminated and you stop conducting business in the directory distribution area, 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 that would otherwise become due, you must notify us in writing within 60 days after you stop conducting business within the directory distribution 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.

d. 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. **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 restrictive 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 or the publication of your Advertising. Any legal defense provided by you to us under this paragraph shall be performed by counsel satisfactory to us.
10. **Distribution.** We will use commercially reasonable efforts to cause the print directory to be distributed in the directory area. We do not warrant the manner, timing, or extent of distribution, each of which shall be in our sole discretion. Any print quantities represented by us are an estimate and may vary from the actual quantity distributed. We may honor opt-out requests from individuals and businesses who do not wish to receive the directories. We may also use targeted distribution to recipients that we deem

more likely to utilize the directory. The initial delivery of directories may begin in the month of the first billing date for a directory, or in the month immediately before or immediately after that month, unless otherwise specified. Distribution is not instantaneous, and therefore we may continue the initial distribution of directories beyond the initial distribution month. After initial distribution, we are not obligated to maintain ongoing distribution to new residents and new business during the issue life. ***For the avoidance of doubt, we shall not be liable for delays in publication or distribution or changes in the anticipated number of directories to be published or distributed.***

11. **No Warranties of Usage or Results.** 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 or percentage of businesses or residents that will receive the directory or will use the directory, the number of responses to your Advertising, the number of persons who will view your Advertising, or any other business benefit.
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 advertising charges in the same proportion that the effectiveness of your Advertisement has been reduced. If the effectiveness of your Advertisement 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 Advertisement 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 to Advertising must be made during the 12 month period following initial delivery of the directory in which the Advertisement appears or was to have appeared. If more than one directory is involved, the claim period shall be calculated separately for each directory. 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 14, "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 15. For purposes of this paragraph 15, “we,” “our,” and “us” also includes our employees, officers, directors and agents. For purposes of this paragraph 15, “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 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 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.

TERMS APPLICABLE TO SPECIALTY ITEMS

16. **Specialty Items.** A Specialty Item is a unique advertisement such as an advertisement on the front or back cover, or the inside of the front or back cover, or a banner ad or similar uniquely located advertisement. “Attached Specialty Items” include removable “tip ons”, “bind ins”, magnets and/or magnet applications. The following additional terms apply to Specialty Items.

a. **Right of First Refusal.** So long as you remain current in the payments for all advertising purchased

from us, you will have a right of first refusal to purchase the same Specialty Item for the next issue of the directory at the terms set by us for the next issue. This right of first refusal must be irrevocably exercised in writing within 120 days after publication of the Directory. We reserve the right to not sell this specialty item for the next issue, in which case this right of first refusal will be void.

b. Design and Layout. We may revise the design and layout, including size and dimensions, of a Specialty Item.

c. Competitor items. A competitor may purchase the same or similar Specialty Item, and you are not guaranteed to be the only business of your type to be sold this or any other Specialty Item. If you are purchasing a cover item, it may be partially obstructed by removable “tip ons” or magnets.

d. Location of Attached Specialty Items. We make no representation or guaranty regarding the location of a magnet or “tip on” on the front cover of the directory, or the location of a “bind in” within the directory. These may appear in one of several possible locations for such items.