

**TERMS AND CONDITIONS OF CONTRACT**  
**For Reputation Management 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 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: 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 initial term of this Contract is 12 months. This Contract may not be cancelled by you during the initial term unless you go out of business (see paragraph 4(e)). *After the initial 12-month term, the term will automatically renew on a month-to-month basis unless and until cancelled by either party.* 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](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 services provided, and/or (iii) change our pricing.

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

3. **How the Reputation Management Services Work.**

**a. Customer Review Solicitation.** We will contact your customers and invite them to write reviews for your business on a review platform you choose such as Google, Facebook, or another review site. Upon our request following our processing of this contract, you must supply us with either your customer e-mail addresses or mobile numbers for texting. If we are contacting your customers by e-mail, you may choose two review platforms. If we are contacting your customers by text message, you may choose one review platform. We will periodically reach out to you for new contacts. You are not permitted to selectively provide only certain customer contacts in order to generate better overall reviews. If we are unable to provide any of the services due to your failure or delay in responding to our request for information, your payment obligations under this Contract will continue as normal.

**b. Review Responses.** We will also monitor and provide responses to online reviews of your business. We monitor approximately 20 review websites. You must give us access to your business profiles on each website in order for us to perform this service. If you do not have a profile, you authorize us to claim your business on your behalf if necessary to perform this service. In some cases, we will need your input in order to provide a response to a specific review. If we are unable to provide any of the services due to your failure or delay in responding to our request for information, your payment obligations under this Contract will continue as normal.

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

**d. Your Representations and Warranties re: Content.** You represent and warrant that any content you supply, including customer contact information and review response information, will be lawful, and will not violate any privacy rights, copyrights, trademark rights, or any other third party rights, and that your content will contain no matter which is untruthful, misleading, or defamatory. You also represent and warrant that you will adhere to the rules of the particular review platform you are dealing with. You also represent and warrant that you and any individuals performing services for your business have all required licenses to provide the goods and services advertised. If we receive allegations that your business violates any law, third party rights, or platform rules, we may (but are not obligated to) discontinue providing the Reputation Management Services without liability.

**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.

#### **4. 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. In addition, a \$25.00 service fee will be added for any dishonored check.

**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 Reputation Management 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 then-current 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 the Reputation Management Services.

**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 Reputation Management Services. 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.

5. **No Guarantee of Business or Positive Reviews.** 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 number of customer reviews that will be generated, the nature or quality of customer reviews, that reviews will be positive, the quality of review responses, search engine results, or any other business benefit that may result from your Reputation Management Services.
6. **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.
7. **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.
8. **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 provision of your Reputation Management Services. Any legal defense provided by you to us under this paragraph shall be performed by counsel satisfactory to us.
9. **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.
10. **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**

- 11. 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 Reputation Management Services has been reduced. If the effectiveness of your Reputation Management 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 Reputation Management Services 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 Reputation Management Services 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**

- 12. 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. 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., 1850 N. Gateway Boulevard, Fresno, California 93727, Attention: Legal Department indicating that you wish to opt out of arbitration.