

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
DIRECTORY ADVERTISING SERVICES AT
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

JUL 28 2017

1016368

CONTRACT NO: 71314

CONTRACT NOT-TO-EXCEED AMOUNT: \$3,216.00

CONTRACTOR: YP - Yellow Pages LLC
Florida Call Center
4651 Salisbury Road
Floor 3
Jacksonville, Florida 32256

FEDERAL I.D. #: 43 - 1304980

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2017 \$3,216.00

AUTHORIZED BY: **ORDINANCE NO.:** 70272
BUDGET ACCOUNT: 5659

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI

11/28/2016 - 08:29PM

Advertising Contract

PRINT	MONTHLY	ISSUE
Total Savings:	\$89.00	\$1,068.00
New Monthly/Issue:	\$134.00	\$1,608.00

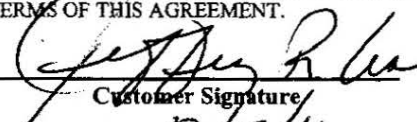
IMPORTANT - READ CAREFULLY BEFORE SIGNING: THE AGREEMENT BETWEEN ADVERTISER AND PUBLISHER REGARDING THE SERVICES DESCRIBED IN THIS ORDER CONSISTS OF THE FOLLOWING, ALL OF WHICH ARE INCORPORATED BY REFERENCE: (A) THIS ORDER; (B) THE ADVERTISER GENERAL TERMS AND CONDITIONS LOCATED AT YP.COM/ABOUT/LEGAL ("LOCAL GENERAL TERMS") OR, AS APPLICABLE, THE ADVERTISER GENERAL TERMS AND CONDITIONS - NATIONAL, LOCATED AT YP.COM/ABOUT/LEGAL ("NATIONAL GENERAL TERMS"); EACH AS APPLICABLE, THE "GENERAL TERMS"; (C) THE SERVICES TERMS, LOCATED AT YP.COM/ABOUT/LEGAL ("YP SERVICES TERMS"); (D) THE TERMS OF SERVICE AND USE, LOCATED AT YP.COM/ABOUT/LEGAL; AND (E) ANY OTHER TERMS REFERENCED IN THE GENERAL TERMS, ALL AS IN EFFECT ON THE DATE OF THIS ORDER. IN ADDITION TO BEING LOCATED AT YP.COM/ABOUT/LEGAL, OUR CUSTOMER SERVICE DEPARTMENT CAN PROVIDE YOU THE FOREGOING DOCUMENTS UPON REQUEST. THE AGREEMENT INCLUDES IMPORTANT LEGAL TERMS, WITHOUT LIMITATION: PERFORMANCE DISCLAIMERS, DIRECTORY DISTRIBUTION DISCLAIMERS, ADVERTISER'S WARRANTIES AS TO ADVERTISER'S INTELLECTUAL PROPERTY RIGHTS, ADVERTISER INDEMNITY OBLIGATIONS, FORUM AND VENUE LIMITATIONS, AND LIMITATIONS ON PUBLISHER'S LIABILITY. IF AN ORDER INCLUDES SERVICES PURSUANT TO WHICH PUBLISHER MAY, IN ITS SOLE DISCRETION, PLACE ADVERTISING ON ADVERTISER'S BEHALF IN VARIOUS MEDIA OR CHANNELS OF DISTRIBUTION (E.G., MC2), THEN ADVERTISER AGREES AND UNDERSTANDS THE TERMS APPLICABLE TO ALL SUCH MEDIA OR CHANNELS OF DISTRIBUTION IN WHICH ADVERTISING IS PLACED BY PUBLISHER, IN ADDITION TO THOSE TERMS SPECIFIC TO THE PRODUCT ITSELF, SHALL APPLY. ADVERTISER HAS REVIEWED IN DETAIL, EITHER ELECTRONICALLY OR IN PRINT, AND HEREBY APPROVES ALL OF THE MATERIALS ASSOCIATED WITH OR INCORPORATED BY REFERENCE INTO THIS AGREEMENT. ADVERTISER PROMISES TO PAY THE TOTAL INITIAL AMOUNT DUE UNDER THIS AGREEMENT AND TO PAY THE REMAINING CHARGES AGREED TO HEREIN, PLUS ALL APPLICABLE TAXES, LATE PAYMENT CHARGES AND COLLECTION ACTIVITY FEES AS BILLED UNTIL PAID IN FULL, INCLUDING MONTHLY CHARGES FOR ANY PRINT DIRECTORY EXTENSION. IF NOT PAID IN FULL UPFRONT, ADVERTISER'S ACCOUNT SHALL BE SUBJECT TO CREDIT APPROVAL AND \$25 MINIMUM MONTHLY BILLING. IF ADVERTISER DOES NOT ACCEPT ALL OF THE TERMS OF THE AGREEMENT, ADVERTISER MAY CANCEL THIS ORDER AND TERMINATE THE AGREEMENT BY WRITTEN NOTICE TO PUBLISHER, WITHIN TEN DAYS OF THE DATE OF THIS ORDER AS PROVIDED IN THE GENERAL TERMS. IF NOT CANCELLED WITHIN THE 10-DAY CANCELLATION PERIOD, ADVERTISER WILL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS OF THE AGREEMENT. WITH RESPECT TO PD ADVERTISING PRODUCTS AND SERVICES, THIS AGREEMENT IS AN AGREEMENT BETWEEN ADVERTISER AND PRINT MEDIA LLC AND ITS SUBSIDIARIES. WITH RESPECT TO INTERNET ADVERTISING PRODUCTS AND SERVICES, THIS AGREEMENT IS AN AGREEMENT BETWEEN ADVERTISER AND YP LLC AND ITS SUBSIDIARIES. SEE THE GENERAL TERMS FOR MORE INFORMATION. REFERENCES HEREIN TO "PUBLISHER" SHALL BE DEEMED TO MEAN INDIVIDUALLY AND/OR COLLECTIVELY, AS THE CONTEXT REQUIRES, PRINT MEDIA LLC AND ITS SUBSIDIARIES AND YP LLC AND ITS SUBSIDIARIES. BY YOUR SIGNATURE BELOW, YOU WARRANT THAT YOU HAVE RECEIVED A COPY AND HAVE READ THIS AGREEMENT, INCLUDING ALL OF ITS PARTS, THAT YOU HAVE FULL AUTHORITY TO SIGN FOR AND BIND ADVERTISER AND THAT YOU AGREE TO ALL THE TERMS OF THIS AGREEMENT.

Jeff Lea

Printed Name

Airport Public Relations Manager

Title



Customer Signature

Date

By signing above, Advertiser is authorizing Publisher to use ANY artwork submitted at ANY time by Advertiser in ANY Advertising that Advertiser orders.

I understand my items may publish and begin billing between 24 hours and 6 weeks of signature depending on the amount of time it takes to fulfill them

____ (Customer initials here)



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Rep ID 314453 - MAE F SMITH

(800) 905-0854

Customer Service: (800)-479-2977

Refer to T&C at www.yp.com.



11/28/2016 - 08:29PM

Advertising Contract

Sales Rep: MAE F SMITH

(800) 905-0854

4651 SALISBURY RD FLR 3

JACKSONVILLE, FL 32256

Fax (904) 296-7514

Customer Service: (800)-479-2977

Customer Id: 1100153926

St Louis; Lambert International Airport

Terms and Conditions v.10/16/2015

Summary of Advertisement

Product	Final Date For Changes	New Monthly Amount	Contract Total
YP Digital-Universal - SW	08-DEC-16	\$134.00	\$1,608.00
Contract Total			\$1,608.00

Confidential
garvinm@stlouis-mo.gov
2020-01-15 19:03:59 +0000



11/28/2016 - 08:29PM

Advertising Contract

YP Digital-Universal - SW**St. Louis Lambert International Airport**
(00023-WAL)

10701 Lambert International Blvd

(314) 426-8000

Free Item : No Internet Heading Assigned

IYP-Internet: Airports
(New) (7) XNRBLH5 /OVR

Red Highlighted Listing 5 Headings

Billing Monthly Amount
00000 \$0.00
12 MONTH TERM

ST LOUIS INTERNET (STL)

Additional Headings

Airlines

Estimated Start Date*:06/14/2017

Estimated End Date*:06/13/2018

Loyalty Date (11/28/2016)

(New) (8) XNPLADV /OVR

ypLocalAds Platinum Advantage

00000 \$85.00
12 MONTH TERM

ST LOUIS INTERNET (STL)

Additional Headings

Airlines

Estimated Start Date*:06/14/2017

Estimated End Date*:06/13/2018

Loyalty Date (11/28/2016)

(New) (9) XNELMP /BEPV2

ypPresence Plus

00000 \$49.00
12 MONTH TERM

ST LOUIS INTERNET (STL)

Additional Headings

Airlines

Estimated Start Date*:06/13/2017

Estimated End Date*:06/12/2018

Loyalty Date (11/28/2016)

Billing Key

Bill 000 LAMBERT ST LOUIS INTERNATIONAL, PO BOX 10212 , Saint Louis, MO 63145

(314) 426-8000

11/28/2016 - 08:29PM

Advertising Contract

DIGITAL

Contract Total:	\$1,608.00
Evergreen Monthly Total:	\$0.00
New Digital Monthly Total:	\$134.00
One Time Charge:	\$0.00

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Jeff Lea

Printed Name

Airport Public Relations Manager

Title

Jeffrey B. Lea
Customer Signature
12/7/16
Date

By signing above, Advertiser is authorizing Publisher to use ANY artwork submitted at ANY time by Advertiser in ANY Advertising that Advertiser orders.

I understand my items may publish and begin billing between 24 hours and 6 weeks of signature depending on the amount of time it takes to fulfill them

(Customer initials here)

Section 2 of the Terms & Conditions is amended such that the term for Services and/or Advertising set forth in this Order will not automatically renew for a like term. Services and/or Advertising with a specified term between 1-12 months ("TERM ITEMS") will terminate following the completion of the applicable term (which commences upon fulfillment of the individual item), identified on the face of this Order, unless a subsequent Order is authorized. Services and/or Advertising identified as EVERGREEN will remain active on a month-to-month basis until canceled in writing using the procedure outlined in Section 3 of the Terms & Conditions. Cancellations requested in accordance with Section 3 will be processed within 15 days of receipt. Section 2 and the rest of the Terms & Conditions are otherwise unaffected and shall continue in full force and effect _____

(Customer initials here)



* 2 0 1 1 1 0 0 1 5 3 9 2 6 U N I S W 1 . 1 2 3 6 *

Rep ID 314453 - MAE F SMITH

(800) 905-0854

Customer Service: (800)-479-2977

Refer to T&C at www.yp.com.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

YP - Yellow Pages LLC

ATTEST:

By: Kate Sullivan 2-28-17
Signature Date

[Signature] 2-28-17
Signature Date

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved on this 28th day of February, 2017, by authority of a resolution adopted by the Airport Commission at its meeting on August 4, 1993.

By: [Signature] 2/28/17
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on March 15, 2017.

By: [Signature] 3/16/17
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

[Signature] 2-28-17
City Counselor Date

Darlene Green 3/28/17
Comptroller Date

ATTESTED TO BY:

[Signature] 04-12-17
Register-Deputy Date

COMPTROLLER'S OFFICE
DOCUMENT # 71314

Attachment 1

Terms of Service and Use

Confidential
garvinm@stlouis-mo.gov
2020-01-15 19:03:59 +0000

Terms of Service and Use

Learn more about the terms that apply to you depending on the subsection that applies, in addition to the YP General Terms of Service

Advertisers (or anyone accessing our business services), click here

Registered Users, click here

Mobile App Users, click here

Electronic Commerce Transactions, click here

Developers, click here

YP General Terms of Service

This General Terms of Service (this "TOS"), as may be modified or amended periodically by YP (as defined below), is a legally binding agreement made by and between YP and you, personally and, if applicable, on behalf of the entity for whom you are using any of YP's products or services, (collectively, "you" or "your"). This TOS governs your use of all YP products and services, including mobile applications and this website ("Services") so please read it carefully. The "Effective Date" of this TOS is March 21st, 2013.

BY ACCESSING OR USING ANY PART OF THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THIS TOS, WHICH CONTAINS WAIVER OF CLASS-ACTION RIGHTS AND LIABILITY LIMITATIONS. IF YOU DO NOT AGREE TO BE SO BOUND, YOU MAY NOT ACCESS OR USE ANY SERVICE. UNLESS OTHERWISE EXPRESSLY STATED, YP DISCLAIMS ANY AND ALL WARRANTIES WHETHER PROVIDED BY YP, ITS AFFILIATES, OR ITS RESPECTIVE EMPLOYEES AND AGENTS.

1. About The Services and The Terms

- 1.1 **The Services.** The Services allow users to, among other things, find and compare products and services. The Services may provide paid listings, advertisements or other sponsored information. The Services may also commingle sponsored information with general, unpaid search results and may not distinguish between these two categories of information. Sponsored listings or other advertisements may also be given priority in display over unpaid listings.
- 1.2 **Eligibility.** To use the Services, you must be, and represent and warrant that you are, of legal age (18 years and over) and of legal competence to enter into a binding agreement with YP, and are not otherwise prohibited from using or receiving the Services in accordance with this TOS. By using the Services on behalf of any third party you are representing to us that you are an authorized representative of that third party and that your use of the Services constitutes their acceptance of this TOS.
- 1.3 **Additional Terms.** YP provides a wide variety of Services to both consumers and business users. Some Services are subject to additional terms, which are listed below or presented to you when you use such Services. If you are using or would like to use any of the following Services, please follow the link below to access those additional terms. If there is a conflict between these TOS and the additional terms for a particular Service, the additional terms will control for that Service. You may not use any of these Services unless you agree to the applicable additional terms. Links to certain additional terms follow:
 - If you advertise through YP or access our business services, then you will be subject to our YP Advertiser General Terms and Conditions and where applicable, the YP Services Terms
 - Our developers are subject to our Developer Terms
 - If you use any of our mobile apps, you are subject to our Mobile App End User Terms
 - If you purchase products or services online, you are subject to our Electronic Commerce Terms
 - If you create an account, you are subject to our Registered User Terms
 - For the provision of our Services, YP is obligated to provide various legal notices by law and/or by contract, which are incorporated by reference into these TOS and the Mobile App End User Terms (where applicable). Please see the Legal Notices Page.
- 1.4 **Nature of Services.** YP provides Services that are, unless otherwise expressly stated, advertising sites and services. YP displays advertising on behalf of businesses and YP relies upon those businesses for the accuracy, completeness and honesty of that advertising. Under no circumstances does YP endorse and/or have any other connection with the businesses that advertise with us.

- 1.5 Changes to Terms. YP may periodically modify and supplement these TOS, with or without notice to you. You are responsible for regularly checking these TOS for revisions.

2. Using the Services.

- 2.1 Grant of Rights. Subject to your compliance with the terms and conditions of this TOS, YP grants you a limited, non-exclusive right to use the Services, and any content and materials made available to you in connection with your use of the Services, only for your non-commercial, informational purposes and for such other purposes (and subject to such further limitations) as may be provided in this TOS (including any additional terms applicable to a particular Service) or any instructions for use that YP may provide from time to time.
- 2.2 Termination. You may stop using the Services at any time, except to the extent you agree otherwise in the use of particular Services offered on a subscription or similar basis. YP may terminate your access to the Services in whole or in part if it reasonably believes you have breached this TOS, or any other related terms, guidelines or policies. Following termination, you will not be permitted to use the Services. If your access to the Services is terminated, YP may exercise whatever means it deems necessary to prevent unauthorized access to the Services, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet service provider. This TOS will survive indefinitely unless and until YP chooses to terminate it, regardless of whether any account you open is terminated by you or YP or whether you continue to use or continue to have the right to use the Services.
- 2.3 Intellectual Property Rights. Using the Services does not give you ownership of or any rights to any materials or content that may be provided to you in connection with your use of the Services, all of which is owned by YP, its licensors, or other entities, and is protected by copyright and other intellectual property rights. Except as expressly set forth in this TOS, you may not use, display, perform, copy, reproduce, represent, adapt, create derivative works from, distribute, transmit, sublicense or otherwise circulate by any means whatsoever any materials or content made available to you in connection with your use of the Services, without express permission from the owner or YP (as applicable). Using the Services does not give you any rights to use any trademarks, service marks, trade dress, trade names, or the like ("YP Marks"), used in connection with the Services, without express permission from the owner.
- 2.4 Unauthorized Use of Marks. Although YP protects and defends its rights in its intellectual property, it may not be aware of unauthorized use of YP Marks by a third party; accordingly, do not rely upon any third party's use of any YP Marks in determining whether a third party is affiliated with YP, as such use may be unauthorized.
- 2.5 Prohibited Conduct. You may use the Services and any materials or content made available to you in connection with your use of the Services only as expressly permitted by this TOS and only in a manner that does not interfere with YP's right or ability to provide the Services or any third party's right or ability to use or enjoy the Services. Without limitation, you may not: (i) infringe, violate, or transgress any right of any party; (ii) attempt to bypass, disrupt or interfere with the security, provision or use of the Services; (iii) impersonate another person or entity, misrepresent your affiliation with a person or entity (including YP), or use a false identity; (iv) attempt to obtain unauthorized access to the Services; (v) engage, directly or indirectly, in any type of unsolicited communication; (vi) collect, manually or through an automatic process, information about other users without their express consent or other information relating to the Services; (vii) submit false or misleading information to YP; (viii) violate any law, rule, or regulation; (ix) use any YP Marks or other portion of the Services (including in connection with meta tags or other "hidden text") in advertising, promotions, or for other commercial purposes; (x) use the YP.com or YELLOWPAGES.com domain name or any domain name that is confusingly similar to this or another YP domain name as a pseudonymous return e-mail address for any communications that you transmit from another location or through another service; (xi) link to or "frame" any YP website (including deep linking to a specific portion of any YP website) or overlay content on the Services; (xii) conduct script searches or use search results of the Services in a manner that results in the automated display of any material or other information on a third party website; (xiii) use the Services to compile information about a product or service for use in connection with a listing for a competitive product or service; (xiv) take any action that may undermine the ratings or review or similar process(es) under the Services; or (xv) assist any third party in engaging in any activity prohibited by this TOS. YP reserves the right, but not the obligation, to monitor the Services for the purpose of determining that your usage is in compliance with this TOS.
- 2.6 Changes. YP may change or discontinue any of the Services at any time without notice or liability to you or any third party.

3. Privacy Policy

You agree that YP may collect, use, and share your information in accordance with YP's Privacy Policy.

4. Content and Feedback

- 4.1 Your Content. Some of the Services allow you to submit or generate content. If you submit or generate content, you must comply with YP's User Generated Content Guidelines. To the extent you have any intellectual property rights in such content, you will retain those rights subject to the grant of license in this Section. By uploading or otherwise submitting content in connection with your use of the Services,

you grant YP (and its affiliates, distributors, and other licensors it may designate in its discretion) a non-exclusive, worldwide, perpetual, royalty-free, non-terminable, transferable, license, with the right to sublicense through multiple tiers, to use, distribute, reproduce, create derivative works of, publicly perform, publicly display and transmit such content for any purpose without any compensation, attribution, or other obligation to you. You agree not to submit content unless you have the right to grant this license for such content.

- 4.2 **Feedback.** If you submit ideas, suggestions or anything else about the Services (such as ways to improve the Services) to YP, you agree that YP can use or publish that feedback for any reason, without payment or other compensation to you, forever and throughout the world. You agree not to submit any feedback to YP in which you do not wish to grant such rights.
- 4.3 **Third Party Content.** YP may provide access to third party content, such as user-generated reviews, other content submitted by users of the Services, and links to third-party websites. YP does not, unless otherwise provided: (i) undertake any obligation to review, screen, or investigate materials or other information submitted or otherwise provided by third parties (including other users) in connection with the Services; (ii) undertake any obligation to review, screen, or investigate third parties who provide links to their websites (or the websites of other third parties) or the content of any such websites; or (iii) endorse any positions, ideas, ideologies, concepts, or opinions contained in such third-party content. YP is not responsible for any third party materials or other information, including whether the information is accurate or suitable or available for your use, for the performance or operation of any third party website, for any products or services advertised or sold by any third party (including on or through a third party's website), or for any other action or inaction by any third party. Your use of any such third party websites will be subject to those terms to which you and the third party agree. YP will have the right to delete or modify any third-party content in its sole discretion. You assume all risks arising out of or resulting from your transaction of business over the Internet, and you agree that YP is not responsible or liable for any loss or damage resulting from your use of third-party content, websites, or services.
- 4.4 **Objectionable Content.** If you become aware of any objectionable third-party content, you may contact YP customer service to report it. YP will address such requests if and to the extent it deems appropriate, in its sole discretion.
- 4.5 **DMCA Policy.** YP respects the rights of others. If you believe any content available through the Services infringes your rights, you must submit a complaint through our DMCA Policy.

5. DISCLAIMERS, EXCLUSIONS, LIMITATIONS, AND INDEMNITY.

- 5.1 **DISCLAIMER OF WARRANTIES.** YP PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. YP DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, THEIR USE, ANY INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES: (i) WILL BE UNINTERRUPTED OR SECURE, (ii) WILL BE FREE OF DEFECTS, DELAYS, INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH HARDWARE OR SOFTWARE YOU USE. YP MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS TOS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. YP MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY MATERIALS, INFORMATION, GOODS, OR SERVICES, WHETHER RECEIVED OR ACCESSED VIA ANY LINKS PROVIDED BY OR IN CONNECTION WITH THE SERVICES OR OTHERWISE. YP MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY GOODS OR SERVICES WHICH MAY BE PURCHASED OR OBTAINED FROM YP OR ANY THIRD PARTY AS A RESULT OF USING THE SERVICES.
- 5.2 **EXCLUSION OF DAMAGES.** YP WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION, THE COST OF ANY GOODS OR SERVICES WHICH MAY BE PURCHASED OR OBTAINED AS A RESULT OF USING THE SERVICES.
- 5.3 **LIMITATION OF LIABILITY.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF YP ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS TOS OR THE SERVICES EXCEED THE GREATER OF: (i) AMOUNTS THAT YOU PAID YP FOR YOUR USE OF THE SERVICES; (ii) \$50; OR (iii) WITH RESPECT TO SERVICES SUBJECT TO ADDITIONAL TERMS, THE AGGREGATE LIABILITY AMOUNT SPECIFIED IN SUCH ADDITIONAL TERMS.
- 5.4 **STATE LAW RIGHTS.** CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. AS SUCH, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS APPLY, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 5.5 **Indemnity.** You agree to indemnify, defend and hold YP and its employees, representatives, agents, attorneys, affiliates, directors, officers, members, managers and shareholders ("Indemnified Parties") harmless from any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third party claim, demand or action ("Claim") brought or asserted

against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach by you of any provision of this TOS or (ii) arising from, related to, or connected with your use of the Services. If you are obligated to provide indemnification pursuant to this provision, YP may, in its sole and absolute discretion, control the disposition of any Claim at your sole cost and expense. Without limiting the foregoing, you may not settle, compromise or in any other manner dispose of any Claim without the consent of YP.

6. Disputes

- 6.1 **Applicability of Section.** The terms of this Section 6 will apply to all disputes that may arise out of, are connected with or relate to this TOS or the Services, subject only to the following three exceptions: (1) if YP reasonably believes that you have in any manner acted or failed to act in any manner that may cause harm to YP or any third party, YP may seek injunctive or other appropriate relief in any court of competent jurisdiction; (2) certain Services are subject to different dispute resolution provisions, which are provided for in the terms applicable to such Services; or (3) any dispute may, at the option of the claiming party, be resolved in small claims court in Missouri provided that all claims by all parties in the dispute fall within the jurisdiction of the small claims court, but must first be submitted to the informal resolution process in Section 6.2 subject to the informal resolution in Section 6.2. Furthermore, in no event will the terms of this section limit YP's ability to investigate complaints or reported violations of this TOS or to take any action YP deems necessary and appropriate to mitigate actions against YP, including reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties.
- 6.2 **Informal Resolution.** If you have any dispute with us or any related third party, arising out of, relating to, or connected with the Services, you agree to contact YP customer service; provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account); and give YP 30 days within which to resolve the dispute to your satisfaction.
- 6.3 **Limitation of Actions.** Regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Services, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

7. Force Majeure

YP will not be liable for failing to perform under this TOS because of any event beyond its reasonable control.

8. General

This TOS and the governance, enforcement, and performance hereof will be governed, construed and applied in all respects by the laws of the State of Missouri without regard to any provision governing conflicts of law. This TOS (which includes all documents referenced above) supersedes all prior and contemporaneous agreements and understandings between you and YP relating to the Services. You may not transfer your rights or obligations under this TOS without the prior written consent of YP. YP may freely do so, in whole or in part. This TOS will be binding upon the successors and permitted assigns of you and YP. This TOS does not create any third party beneficiary rights. This TOS will be interpreted as if equally drafted by YP and you. A party's failure or delay in exercising any right, power or privilege under this TOS will not waive its rights to exercise such right, power, or privilege in the future, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege under this TOS. You and YP are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this TOS. The invalidity or unenforceability of any provision of this TOS will not affect the validity or enforceability of any other provision of this TOS, all of which will remain in full force and effect. The terms "includes" or "including" mean "includes, but is not limited to" and "including, but not limited to" respectively.

9. Contacts

By providing your email address, you agree that YP may send emails to you related to the Services. If you do not wish to receive general marketing emails, you can opt out by following the instructions in the message. YP may send any legal notices to you via email, notification by a message to your account or regular mail. To give legal notice to YP, please send written communication to:

YP LLC
Attn: Legal Department
611 N. Brand Blvd, Floor 5
Glendale, CA 91203

For more information about your options concerning how we communicate with you, please see our Communications Policy.

10. YP

YP means: (i) within areas where YP Real Yellow Pages or Business Pages directories are distributed: YP Midwest Publishing LLC in Indiana, Michigan, Ohio and Wisconsin; YP Advertising LP, by and through its sales agent, YP Texas Region Yellow Pages LLC, in Arkansas, Kansas, Missouri, Oklahoma and Texas; YP Advertising LP, by and through its sales agent, YP Western Directory LLC, in California and Nevada; YP Southeast Advertising & Publishing LLC in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; YP Connecticut Information Services LLC in Connecticut; YP Texas Region Advertising Group LLC in certain communities in Arizona and Nevada, and, with respect to certain digital, internet and/or mobile based Advertising, YellowPages.com, LLC, all of said companies doing business as "YP" (formerly d/b/a AT&T Advertising Solutions) or in their own name; and (ii) in all other areas, YellowPages.com, LLC doing business as "YP" (formerly d/b/a AT&T Advertising Solutions) or in its own name.

Terms for Registered Users

IF YOU ACCESS ANY SERVICE THAT REQUIRES YOU TO CREATE AN ACCOUNT ACCESSIBLE THROUGH A USERNAME AND PASSWORD, THEN IN ADDITION TO THE PROVISIONS OF THE YP GENERAL TERMS OF SERVICE AND THE TERMS APPLICABLE TO ANY OTHER SERVICE THAT YOU ARE USING, THE FOLLOWING ADDITIONAL TERMS WILL APPLY TO YOUR USE OF THE SERVICES.

1. You are solely responsible for keeping your password and all other account information confidential and for all use of your username and password, including, without limitation, any use by any unauthorized third party. It is your responsibility to maintain the security of your mobile device(s) from unauthorized access.
2. YP employees will never ask for your password. If you are asked for your password, or if you believe someone may have obtained your password, you must contact YP customer service.
3. You must provide and keep us up-to-date with accurate information, including name, address, credit card number and expiration date (where required). We may update your information with information your bank or credit card issuer may supply, or other information available to us. All such personal information, as well as the information you provided to register, is subject to the Privacy Policy, incorporated into this Agreement.
4. YP, in its sole and absolute discretion, may terminate access to your account for any reason (including reasons related to unlawful or unauthorized usage). YP has no obligation to retain a record of your account or any data or information that you may have stored for your convenience by means of your account or the Services.
5. By creating an account, you are deemed to have "opted-in" to all tracking, collection, use, and sharing permitted under our Privacy Policy. Without limitation, you agree to receive emails from us periodically relating to your account, site services, offers, and promotions, including third-party offers. You may change your email preferences at any time in your account settings. Without limitation, you consent to YP's right to record any responses and ratings made by you in connection with your use of the Services.
6. When using the Services, YP may permit you to store data, preferences set by you, content or other information for your convenience, but YP is under no obligation to retain any such data, preferences, content or other information, including, without limitation, any coupon that you may have stored.

User Generated Content Terms

IF YOU USE THE SERVICES TO SUBMIT OR GENERATE CONTENT, THEN IN ADDITION TO THE PROVISIONS OF THE YP GENERAL TERMS OF SERVICE, PRIVACY POLICY AND THE TERMS APPLICABLE TO ANY OTHER SERVICE THAT YOU ARE USING, THE FOLLOWING ADDITIONAL TERMS WILL APPLY TO YOU. SUCH CONTENT IS REFERRED TO BELOW AS "USER GENERATED CONTENT."

Please note, however, that advertisements are not deemed User Generated Content and, therefore, are not subject to the terms below. Instead, the YP Advertiser General Terms and Conditions, YP Services Terms and internal standards will govern.

1. YP reserves the right, but not the obligation, to refuse to post or remove any User Generated Content in our sole and absolute discretion.
2. You represent and warrant that you will not post any of the following:
 - (a) Any content that is unlawful, harmful, offensive, threatening, abusive, harassing, invasive of privacy or publicity rights, defamatory, libelous, vulgar, obscene, pornographic, indecent, lewd, suggestive, profane, hateful, racially, ethnically or otherwise objectionable or inappropriate material of any kind, including, but not limited to, any content that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law;
 - (b) Political campaigning, chain letters, mass mailings of any kind or any form of SPAM, or reviews that contain the transmission, distribution or delivery of any unsolicited bulk or commercial e-mail;
 - (c) Assertions of unlawful conduct, including occurrences of illegal activity, malpractice, purposeful overcharging, or health code violations, or false, misleading, deceptive or fraudulent advertising, including savings claims that do not offer provable savings;

- (d) Individual information of other users or messages, including the submission of, email addresses, URLs, phone numbers, postal addresses and/or other personally identifiable information;
 - (e) Any content that may infringe any patent, trademark, trade secret, publicity rights, copyright or other intellectual or proprietary right of any party;
 - (f) Any content that makes reference to or involves gambling, casinos, off-track betting, or other gambling of any form;
 - (g) Any content that involves alcohol, tobacco, controlled or illegal substances, or weaponry, or that promotes or has a connotation to any illegal activity;
 - (h) Reviews submitted by the reviewed business's owners, employees (past or present), agents, affiliates and/or competitors;
 - (i) Reviews that appear to be exclamatory or otherwise appear to be purposefully deceptive or not based on personal knowledge or experience, as determined by YP in its sole discretion;
 - (j) Any content that is promotional or commercial in nature, or is inappropriate or inaccurate based on the applicable subject matter, location or topic;
 - (k) Content that violates any standards or policies of YP as determined by YP in its sole discretion;
 - (l) Content that impersonates, disguises or conceals the identity of any person or entity or otherwise misrepresents a user's affiliation with a person or entity;
 - (m) Content that is not legible, that is encrypted or that contains viruses, malware, trojan horses, worms, time bombs, cancelbots or other computer programming code or routines that are intended to interfere with, damage, erase, intercept or appropriate any system, data or personal information; and
 - (n) Content that intended to annoy, harass or anger other users. (e.g., "trolling").
3. YP may take measures to remove User Generated Content from the business listing(s) of an advertiser or business who has decided to "opt-out" of the addition of supplemental material to its business listing(s).
 4. If you see objectionable content in the course of your use of the Services, you may report such content to YP by contacting YP customer service or through any other applicable reporting means as provided through the Services. YP reserves the right to address such requests in any manner in its sole discretion.

DMCA Policy

1. YP respects the copyright rights of others, and we expect our users to do the same. In appropriate circumstances and at our discretion, we may remove, suspend, terminate access, or take other appropriate action against users or other third parties who infringe or repeatedly infringe the copyright rights of others.
2. If you reasonably believe that any Material on the Sites contains unauthorized reproductions of your copyrighted work or otherwise infringes an exclusive copyright right, and you reasonably believe it is appropriate to notify us to take any action/and you want us to take any action, then, as required under the Digital Millennium Copyright Act (17 U.S.C. sec. 512), ("DMCA") you must promptly provide in writing the following information:
 - 2.1 Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single on-line site are covered by a single notification, a representative list of such works at that site;
 - 2.2 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
 - 2.3 Information reasonably sufficient to permit us to contact you, such as your name, address, telephone number, and e-mail address;
 - 2.4 Include the following statement: "I have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.";
 - 2.5 Include the following statement: "The information in this notice is accurate, and under penalty of perjury, I am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.";
 - 2.6 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
 - 2.7 Send the written communication to:

YP LLC
 Attn: DMCA Complaints
 611 N. Brand Blvd. Floor 5
 Glendale, CA 91203

OR

- 2.8 ANY NOTICE THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF TITLE 17, UNITED STATES CODE, SECTION 512(c)(3) WILL NOT RECEIVE A RESPONSE. NOTHING IN THIS SECTION 15.1 IS INTENDED TO EXPAND OR SUPPLEMENT THE LEGAL RIGHTS, PROCEDURES AND REMEDIES AUTHORIZED AND GRANTED UNDER THE DMCA AND WE DO NOT REPRESENT ANY RELATED UNDERTAKING BY YELLOWPAGES.COM NOT OTHERWISE EXPRESSLY REQUIRED BY APPLICABLE LAW.
3. If You reasonably believe that any Material on the Site has been mistakenly removed pursuant to a claim filed under the DMCA, You must promptly provide the following to file a counter-notification as required by the DMCA:
- 3.1 Identification in writing the material that was mistakenly removed or disabled from access;
- 3.2 A description that reasonably identifies the material that has been removed or to which access has been disabled and the location of the material prior to its removal;
- 3.3 Include the statement: "I swear under penalty of perjury that I have a good faith belief that the material was removed or disabled from access as a result of mistake or misidentification of the material to be removed or disabled.";
- 3.4 Your name, address, telephone number, and email address;
- 3.5 Include the statement: "I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located or any judicial district in which the service provider may be found, and I will accept service of process from the person who provided the notification under Section 512(c)(1)(C) or an agent of such person.";
- 3.6 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- 3.7 Send the written communication to:
- YP LLC
Attn: DMCA Complaints
611 N. Brand Blvd, Floor 5
Glendale, CA 91203
- OR
- Fax to: (818) 241-1002, Attn: DMCA Complaints
- 3.8 ANY NOTICE THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF TITLE 17, UNITED STATES CODE, SECTION 512(c)(3) WILL NOT RECEIVE A RESPONSE. NOTHING IN THIS SECTION 15.1 IS INTENDED TO EXPAND OR SUPPLEMENT THE LEGAL RIGHTS, PROCEDURES AND REMEDIES AUTHORIZED AND GRANTED UNDER THE DMCA AND WE DO NOT REPRESENT ANY RELATED UNDERTAKING BY YELLOWPAGES.COM NOT OTHERWISE EXPRESSLY REQUIRED BY APPLICABLE LAW.
4. Please note that you may be liable for damages, including costs and attorney's fees, under the DMCA if you knowingly materially misrepresent: (a) that material on the Site infringes upon your copyright; or (b) that material on the Site was removed or disabled by mistake or misidentification.
5. If a user is found to be a repeat infringer of the copyright rights of others, YP may terminate access to the user's Account.

Electronic Commerce Terms

You, whether personally or on behalf of the entity for whom you are acting as an authorized signatory (collectively, "you" or "your"), are purchasing certain of YP's products or services (each, a "Product" or "Service"). Such purchase is subject to the applicable terms provided and identified below ("Terms").

BY INDICATING YOUR ACCEPTANCE OR USING ANY OF THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS, WHICH CONTAIN BINDING DISPUTE RESOLUTION PROVISIONS AND LIABILITY LIMITATIONS.

1. **Electronic Acceptance Is Binding.** Your indication of your assent to the terms, whether express (e.g., clicking on an "I AGREE" icon) or implicit (i.e., using any Product or Service) constitutes your agreement to the Terms. You agree that such acceptance will have the same force and effect as if you had manually signed a paper version of these Terms. All references in the Terms to "signature" or the like will be deemed references to your assent to these terms. You hereby irrevocably waive any "opt-out" rights that you may have under applicable law to use or receive physical copies of these Terms.
2. **Electronic Transactions.** You agree that all business pursuant to these terms may, in the sole discretion of YP, be conducted electronically. We will charge your credit or debit card for amounts you incur in purchasing Products or Services. These charges may be conducted as automated clearing house transfers or by such other means as we in our sole discretion determine to be appropriate or advisable. You agree that you will be bound by the NACHA Operating Rules as such rules are amended from time to time. Without limiting the foregoing, you make all representations and

warranties of a receiver under the NACHA rules when you initiate or authorize an ACH debit to your bank account. The NACHA Operating Rules are available at <https://www.nacha.org/achrules>.

As permitted by our Privacy Policy, we will also save your credit or debit card information and use it for all future charges, which will automatically be charged to your saved card unless you notify YP customer service. Your right to cancel any recurring charges are provided in the applicable Product and/or Service Terms. We are not responsible for any fees or charges your bank or credit card issuer may apply. If your credit card issuer reverses a charge to your credit card, we may bill your account directly and seek payment by another method such as a mailed statement. We may also cease providing Products to you.

3. **Applicable Terms.** Your use of YP's website, and its other web and mobile-based products and services is subject to the YP General Terms of Service and YP Privacy Policy. Please refer to the YP General Terms of Service for important details that affect your use of the Products, such as the management of your YP account. Capitalized words or phrases not defined in these Electronic Transaction terms have the meaning given to them in the YP General Terms of Service. YP's provision of the Products and/or Services, and your receipt and use of the Products and/or Services, is subject to the terms applicable to each Product and/or Service. Please refer to these Product and/or Service specific terms before purchasing.
4. **Entire Agreement; Precedence.** These Electronic Transactions Terms supersede all prior and contemporaneous agreements and understandings between you and YP relating to the Products or Services. In the event of any conflict or inconsistency among these Electronic Transaction terms, the Product and/or Service Terms, and the YP General Terms of Use, precedence will be given in that order.

Confidential
garvinm@stlouis-mo.gov
2020-01-15 19:03:59 +0000

Attachment 2

Advertiser General Terms and Conditions

Confidential
garvinm@stlouis-mo.gov
2020-01-15 19:03:59 +0000

ADVERTISER GENERAL TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO YOUR ORDER ARE REFERENCED HEREIN AND, UNLESS OTHERWISE INDICATED, LOCATED AT YP.COM/ABOUT/LEGAL.

This Agreement for Advertising Services (this "Agreement") is between the Advertiser and (x) to the extent this Agreement relates to PD Advertising (as defined in the Services Terms in effect from time to time), Print Media LLC and its subsidiaries (collectively, "Print Media") and (y) to the extent this Agreement relates to services other than PD Advertising, including, without limitation, IDL Services, Website Services, Listings Manager, SEO Services, Multimedia Services, SEM Services, PPC Services, Direct Messaging Services, TextMarketing Services, Display Services, CDL Services, Targeting Services, Proxy Services, Tracking Mechanisms, Action Delivery Commitments, Barcode Services, Call Recording Services and CAP Service (each as defined in the Services Terms in effect from time to time) (collectively "Internet Advertising", and together with PD Advertising, collectively, "Advertising"), YP LLC and its subsidiaries (collectively, "YP"). Print Media or YP, as applicable, are each individually, or, as the context requires, collectively, referred to elsewhere in the Terms & Conditions (as defined below) as the "Publisher". YP and Print Media are collectively referred to as the YP Parties.

This Agreement consists of: (a) any order page or insertion order submitted by the advertiser (the "Advertiser") set forth on the applicable Order and accepted by Publisher (each, an "Order"); (b) these Advertiser General Terms and Conditions ("General Terms"); (c) the "Advertiser Services Terms", located at yp.com/about/legal ("Services Terms"); (d) the "Terms of Service and Use" located at yp.com/about/legal; and (e) any other terms as provided herein, all as in effect on the date of the Order. The Order, the Services Terms, the Terms of Service and Use and such other terms are expressly incorporated herein by reference. (General Terms, Terms of Service and Use, and Services Terms are collectively referred to as, "Terms & Conditions"). In the event of any conflict between the Services Terms and the General Terms, the Services Terms will prevail with respect to the particular Advertising or Service. In the event of a conflict between the Terms & Conditions and an Order, the Terms & Conditions will prevail. In the event of any other conflict among the Terms & Conditions, the General Terms will prevail. If Advertiser does not accept the Terms & Conditions, Advertiser must cancel all Orders within the Cancellation Period as described in Section 3 below.

1. Advertising and Services; Ad Materials; Fulfillment. Each Order will set forth the advertising or promotional message(s) that Advertiser desires to have placed with respect to the Advertising and the services to be performed by Publisher, which may include the placement of Advertising (the "Services"). Advertiser is responsible for all artwork, copy, and all other information and materials made available to Publisher by or on behalf of Advertiser or that Advertiser authorizes Publisher to utilize (including Advertiser Generated Content, as defined below, "Ad Materials"). Any estimates of performance are provided for informational purposes only, and do not constitute, and shall not be considered, a guarantee of performance or a guarantee of return. Publisher reserves the right, on behalf of itself and any of its third-party service providers ("Suppliers"), not to place, publish, and/or distribute any Advertising or Ad Materials for any or no reason, including not meeting Publisher's or Suppliers' specifications or standards, and Advertiser acknowledges and agrees that neither Publisher nor Suppliers shall be liable for not placing, publishing or distributing any Advertising. At their sole election, Publisher and/or Suppliers may, but are not required to, alter the Advertising or Ad Materials in order to meet publication specifications with or without notice or obligation to Advertiser. Advertiser waives any right to inspect, review or approve the finished Advertising. Publisher may take all actions reasonably necessary for the fulfillment of an Order ("Fulfillment"), including but not limited to provisioning, displaying, publishing, distributing, or otherwise placing Advertising into the stream of public commerce or making Advertising or a Service accessible to/by an end user. Publisher reserves the right to begin Fulfillment, without notice to Advertiser and when Publisher determines Advertising is ready for Fulfillment, using a template, placeholder or other substitute chosen by Publisher, if Publisher determines in its sole discretion that, following an executed Order, Fulfillment of Advertising will be delayed due to Advertiser's action, inaction or omission. UNLESS OTHERWISE AGREED TO IN WRITING, PUBLISHER MAKES NO WARRANTY REGARDING THE APPLICABILITY OF ANY REQUIREMENTS, STANDARDS AND/OR PRACTICES OF A LEGAL, REGULATORY, SELF-REGULATORY, AND/OR ETHICAL NATURE (COLLECTIVELY "REGULATIONS") TO ANY ADVERTISING OR WITH RESPECT TO ANY COMPLIANCE THEREWITH. EACH ADVERTISER IS SOLELY RESPONSIBLE FOR ENSURING ITS OWN COMPLIANCE WITH REGULATIONS APPLICABLE TO IT AND/OR ITS ADVERTISING.

2. Term. Only Publisher's performance of Services under an Order will constitute Publisher's acceptance of the Order. The term of this Agreement commences upon Publisher's acceptance of the first Order hereunder and will continue for **12 months**.

3. Cancellation of Orders. Advertiser may cancel this Agreement only by written notice, sent by an authorized representative of Advertiser, within ten days of execution or authorization of this Agreement (the "Cancellation Period"), sent during the Cancellation Period by email, to customer.care@yp.com. After the Cancellation Period, if Advertiser requests cancellation and such cancellation is reasonably practicable to Publisher, then the unpaid balance for the remainder of the term for the applicable Advertising and/or Services shall become immediately due and payable and any and all priority regarding the placement or positioning of Advertising and/or performance of Services under this Agreement will be extinguished.

4. Termination by Publisher. Either Publisher may terminate this Agreement or any Order, in whole or in part with respect to the Fulfillment of Advertising by such Publisher, at any time upon written notice, including via email, to Advertiser. If Publisher intends to cease the provision of a particular Service, Publisher may, at its discretion, substitute the performance of substantially similar Services on the terms and conditions then applicable to such Service. If Publisher ceases to provide a Service and does not substitute a substantially similar Service, then the portions of each Order for the performance of such Service will terminate automatically. In addition, Publisher may terminate, remove, and/or suspend any or all Advertising or Services upon Advertiser's failure to pay any amount when due as set forth herein. Publisher, in its sole discretion, may repurpose and/or reallocate any resources, including advertising and/or media inventory, which may have been allocated toward the use or support of the Services, and Advertiser shall have no rights with respect to any such resources and/or Services.

5. Payment, Billing, and Collections.

(a) All charges for Advertising and Services will be due and payable upon commencement of Publisher's delivery of the Advertising or performance of the Services. If Publisher issues an invoice to Advertiser, the invoiced amount will be due in full and without setoff on or before the due date set forth in such invoice (or, if no due date is set forth in the invoice, within 30 days after the date of the invoice). All payments are non-refundable. Publisher reserves the right to require partial or full payment in advance or to charge Advertiser a reasonable fee beyond anything specified on the applicable Order for requests that exceed Publisher's customary services. Publisher has the right to allocate and apply periodic payments received from Advertiser to and among charges owed by Advertiser as it sees fit, including those that are separately billed, and as among Print Media and YP. Advertiser will pay all sales, use, or other local, state, federal, foreign, or other taxes or governmental fees arising out of or in connection with this Agreement, other than taxes based on Publisher's net income. If more than one person/entity requests Advertising under this Agreement or any Order, all such persons/entities will be jointly and severally liable for all charges due and payable under this Agreement. YP may issue invoices and, to the extent specified in such invoices receive payments, on behalf of Print Media and may engage one or more billing agents to do so on behalf of YP or Print Media. Publisher may, in any Order or invoice, that payment be made to an escrow account, lockbox, trustee or other designee to receive payment on behalf of either or both of YP and Print Media. If so directed by either Publisher, the Advertiser agrees to submit such payment to the applicable Publisher or its designee and will be deemed to have satisfied its payment obligations with respect to such Order upon receipt by such Publisher or its designee of full payment amount due.

(b) Late payments will accrue interest at a rate of 1.5% per month (or the highest lawful rate, if less).

(c) Advertiser may agree, in writing or by electronic authorization, to make single or recurring payments electronically via credit card or by automatic debits to Advertiser's bank account via automated clearinghouse (ACH). Publisher may condition its acceptance of electronic payments upon Advertiser's completion of one or more separate authorization forms. Unless otherwise specified at the time Advertiser agrees to recurring electronic payments, the applicable automatic payment will be deducted on the due date of each invoice. Authorization for recurring electronic payments will remain in full force and effect until 15 days following the date Publisher has received express written notification of Advertiser's intention to cancel such authorization (the "Authorization Termination Date"), and automatic deductions that were submitted for processing prior to the Authorization Termination Date may still be processed. Advertiser hereby releases Publisher and its Suppliers, including any payment processors, from any and all claims arising from the use of any means of electronic and/or automatic payment method, including any fees associated therewith.

(d) Publisher may disclose any or all information it has concerning Advertiser to any YP Party and/or any third parties, including credit-reporting agencies. If Advertiser applies for business credit and is denied, Advertiser has the right to a written statement of the specific reasons for the denial, which Advertiser may obtain by contacting Publisher within 60 days after Advertiser is notified of the decision at YP (Attn: Print Media, if relating to PD Advertising), 909 Chestnut, 12th Floor, St. Louis, MO 63101, Attention: Credit Manager. Publisher will send Advertiser a written statement of reasons for the denial within 30 days of receiving Advertiser's request. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

6. Inactivity. If Advertiser fails to claim funds remaining on account with Publisher within 180 days of the last date upon which Publisher performed Services under the applicable Order, Advertiser will pay Publisher a reasonable fee for the maintenance and administration of those funds equal to \$25 per month. Publisher may deduct this fee from Advertiser's funds on account until the funds are transferred to Advertiser or exhausted. If Advertiser fails to claim any non-cash credit issued by Publisher within 180 days, Advertiser will be deemed to have waived such credit and will have no claim to the credited amounts.

7. Bundles and Incentive Pricing. If an Order provides for Advertising and/or Services at bundled, unitary, promotional, or incentive pricing (each, a "Bundle"), Publisher's commencement of performance of Services provided as part of a Bundle will constitute commencement of performance for all Services within the same Bundle. Cancellation of part of a Bundle will not relieve Advertiser's obligation to pay the full price for the Bundle. Cancellation of, or failure to pay for part of, a Bundle may result in incentive pricing reverting to the full undiscounted rate for same, which Advertiser shall be obligated to pay.

8. Comprehensive Advertising Plans. If an Order includes Services pursuant to which Publisher may, in its sole discretion, place Advertising on Advertiser's behalf in various media or channels of distribution (e.g., MC2), then Advertiser agrees and understands the terms applicable to all such media or channels of distribution in which Advertising is placed by Publisher, in addition to those terms specific to Comprehensive Advertising Plans, shall apply, and all such terms are located at yp.com/about/legal.

9. Supplemental Advertising. Recognizing that the essential value of the Services is the dissemination of information to facilitate and encourage individuals to visit, contact, and/or learn more about

Advertiser, Publisher may, in its sole discretion and without cost to the Advertiser, display the Ad Materials in additional media or channels of distribution other than the media or channels of distribution set forth in the applicable Order ("Supplemental Advertising"). Consistent with Section 11 of these General Terms and Conditions, Advertiser, for itself and any third party with an interest in or to Ad Materials, grants Publisher a nonexclusive, world-wide license, to use the Ad Materials in Supplemental Advertising, and Advertiser agrees that these General Terms and Conditions apply to Supplemental Advertising. Publisher may from time to time provide notice to Advertiser that Publisher intends to provide Supplemental Advertising to Advertiser, and Advertiser's failure to object to the provision of Supplemental Advertising shall constitute Advertiser's confirmation that Publisher is both authorized to provide Supplemental Advertising and also that such Supplemental Advertising is governed by the parties' Agreement (including these General Terms and Conditions).

10. Warranties, Covenants, and Consents. Advertiser warrants and covenants to Publisher, its parent(s), subsidiaries, affiliates, and Suppliers, and their respective directors, officers, employees, and agents (the "Publisher Parties") that: (a) Advertiser owns or otherwise controls all necessary rights to any trademark, service mark, logo, name, message, data, image, text, photos, graphics, audio, video or other material or intellectual property contained or embodied in any Ad Materials, and Advertiser will maintain such ownership or control throughout the term of this Agreement;

(b) Advertiser is a business and not a consumer and it is at all times solely responsible for the truthfulness and accuracy of all of Advertiser's Advertising, and Advertiser will not, and will not allow any third party to, submit any Ad Materials that, or use the Services in any manner that: (i) violates any law, regulation, or industry guidelines; (ii) is harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful, or abusive; (iii) infringes any third party's patent, trademark, trade secret, copyright, other intellectual property rights, or other rights (collectively, "IP Rights"); (iv) advocates or solicits violence, criminal conduct, or the violation of any local, state, national or international law or the rights of any third party; (v) is deceptive in any way or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity; (vi) provides

material support or resources (or conceals or disguises the nature, location, source or ownership of same) to any organization designated by the U.S. government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or (vii) reproduces, sells, resells, or exploits for any commercial purpose any portion of, use of, or access to the Services;

(c) Advertiser will provide Publisher all information, materials, consents, and authorizations necessary for Publisher to place and publish the Advertising or to perform the Services, and will do so in a timely manner;

(d) Advertiser will not and will not allow anyone working for it to: (i) engage in any form of spamming or improper (as determined by Publisher) clicking, impression generation, e-mailing, texting, or marketing in connection with the Advertising and/or Services; (ii) access any YP Party's network or system for any purpose other than internal use to access Services and/or manage its accounts(s); (iii) interfere or attempt to interfere with the proper working of any YP Party's network or system; and/or (iv) use any data from any YP Party's network and/or system for any purpose outside of the limited purpose contemplated by this Agreement and the applicable Order;

(e) Advertiser shall be solely responsible for all fees, royalties, and other amounts of any kind or nature payable in connection with Advertising: (i) to record companies, artists, and all other royalty participants resulting from exploitation of any copyrighted materials ("Compositions"); (ii) to publishers or other owners of Compositions or under union or guild collective bargaining agreements; (iii) to third parties in connection with the use of their names, images, voices, or likenesses as part of any Advertising; and (iv) to any and all other third parties with respect to the provision, receipt, or use of Services; and

(f) Advertiser hereby provides Publisher with Advertiser's express consent to receive telephone calls, e-mails, faxes and other communications made or sent by or on behalf of Publisher Parties that are related to Publisher's services, including future services. Moreover, with respect to such communications, Advertiser further waives all provisions of state and federal so-called "Do Not Call," "Do Not E-mail," and "Do Not Fax" laws. Further, and without limiting the generality of the foregoing, Advertiser agrees that, by providing any telephone number (including a mobile telephone number) to Publisher or anyone acting on Publisher's behalf, Advertiser hereby provides express consent to receive autodialed and/or pre-recorded calls, including telemarketing calls and SMS messages, made or sent by or on behalf of Publisher Parties. This consent applies to any and all accounts that Advertiser has with Publisher Parties, or may have in the future, absent instructions to the contrary.

11. Intellectual Property. Advertiser, for itself and any third party with an interest in or to Ad Materials, grants Publisher a nonexclusive, worldwide license, including the right to sublicense, to copy, distribute, create derivative works based upon, publicly display, publicly perform, reproduce, promote, resize, rearrange, modify, and otherwise use the Ad Materials in any media or service, in whatever format, now or in the future, provided that such use is pursuant to this Agreement and/or in furtherance of distribution of Advertising on behalf of Advertiser. In addition, Publisher shall have the irrevocable right to use the Ad Materials in any materials, advertising, promoting, and/or publicizing Publisher's services and/or products. Except as otherwise provided herein, as between the parties, the applicable Publisher owns all IP Rights in and to the Advertising, the Services and all information, materials, logos, software, or other tools or information used to develop or display the Advertising or to provide the Services. Advertiser may not reproduce the Advertising, any medium in which such artwork is distributed or any Publisher-developed artwork for any purpose without the express prior written permission of Publisher.

12. Collection and Use of Data. Publisher may collect, disclose, and use data concerning the delivery of Advertising, individuals' interactions with Advertising, and the performance and receipt of the Services in accordance with Publisher's Privacy Policy and the applicable Services Terms, both located at yp.com/about/legal.

13. Advertiser Generated Content. Publisher will have no obligation to investigate or confirm, and does not in any way endorse, the accuracy, legality, legitimacy, validity, suitability, or reliability of any content directly generated or controlled by Advertiser, its representatives, employees, contractors (other than Publisher), or agents ("Advertiser Generated Content"), including any of the products, services, offers, deals, coupons, or other promotional materials or representations contained or referenced in the Advertising. Publisher makes no representations or warranties whatsoever concerning any products or services advertised, sold, or provided by Advertiser (including, without limitation, the quality, safety, or legality of such products or services or the sale thereof), or any offers, deals, coupons, or other promotional materials or representations contained or referenced in any Advertiser Generated Content. Any commercial, sales, use, membership, subscription, affiliation, participation, or promotional relationship Advertiser may create with any third party, including obligations undertaken by Advertiser with respect to payment and delivery of related goods or services, and any other terms, conditions, and warranties or representations associated with such dealings, are solely between Advertiser and such third party. Advertiser will be solely liable to any third party claimant with respect to the content of the Advertiser Generated Content.

14. Suppliers. (a) Publisher may have entered into one or more contracts with Suppliers in connection with the performance of Services. Advertiser consents to the use of any Supplier that Publisher deems suitable for the purpose in question and agrees that the use of any such Supplier does not limit Advertiser's obligations to Publisher pursuant to the terms of this Agreement. Publisher may provide Suppliers with all relevant information regarding the Advertiser in connection with the performance of Services.

(b) Representatives of Suppliers, including representatives who may be visiting locations designated by the Advertiser (e.g., recording audio, video, taking photographs) will be employees and/or contractors of the Suppliers and will not be employees of Publisher. By signing the applicable Order, Advertiser directs Publisher to have Suppliers contact Advertiser directly about coordinating the same.

(c) Websites or other electronic portals operated by the Suppliers (each, a "Supplier Website") may have different terms of use than those applicable to Publisher's websites or electronic portals. Advertiser is solely responsible for investigating the terms of use, privacy policies, and/or other rules or requirements applicable to Supplier Websites. Publisher will have no obligation or liability to Advertiser with respect to any differences between the operation and administration of Publisher's websites or electronic portals and the Supplier Websites. Advertiser agrees to be bound by the applicable terms of use and/or other applicable terms of any applicable Supplier Website. Publisher is an intended third party beneficiary of any limitations of liability, representations, warranties and/or indemnities pursuant to the terms of use or similar terms of any Supplier Website.

15. Disclaimers. Advertiser acknowledges that the essential value of the Services is the dissemination of information facilitating individuals to visit, contact, and/or learn more about Advertiser, and that Publisher may, in its discretion, determine the method, scope and penetration of such dissemination (e.g., scope and penetration of directory distribution, delivery quantities, and geographic coverage of the Services). ADVERTISER ASSUMES ALL RISKS CONCERNING THE FUNCTIONALITY, PERFORMANCE, AND RESULTS OF THE ADVERTISING AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PUBLISHER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES TO ADVERTISER OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE), REGARDING THE FUNCTIONALITY, PERFORMANCE, OR RESULTS OF THE ADVERTISING OR THE SERVICES OR OTHERWISE UNDER OR RELATED TO THIS AGREEMENT. For the avoidance of doubt, no YP Party will be bound by, and Advertiser acknowledges that Advertiser is not relying on: (a) any representation or warranty concerning revenue, profit, return on investment, or results to be generated from its Advertising; (b) any representation or warranty regarding either the number, makeup, or distribution of people who will view Advertising and/or the residences or businesses that will access or receive the media containing the Advertising; (c) any representation, warranty, or covenant concerning the quantity, quality and/or validity of traffic, impressions, or interactions with or leads generated by Advertising; (d) any custom or prior course of dealing; or (e) the nature of others' advertising. Although Publisher will use commercially reasonable efforts to include any Ad Materials and/or design elements that Advertiser may reasonably request be included in the Advertising, subject to the procedures established by Publisher for that purpose, Publisher expressly disclaims any liability for failure to include, and Advertiser's payment obligations hereunder shall not in any way be contingent upon inclusion of, any such Ad Materials and/or design elements in the Advertising.

16. Infringement; Indemnity. If a third party claims, or if Publisher believes that a third party may claim, that any Advertising or Ad Materials, or the placement or publishing thereof, infringes any third party's IP Rights, Publisher may terminate this Agreement or an Order, in whole or in part, and/or reject, cancel, discontinue, or suspend the Services, in Publisher's sole discretion, without liability, until

Advertiser has resolved the actual or potential third party claim to Publisher's satisfaction.

17. Limitation of Liability. Any claim arising out of an error or omission in Publisher's performance of the Services must be made in writing by U.S. Certified Mail (return receipt requested) to Publisher (attn.: Print Media, as applicable) within six months of the first occurrence of such error or such claim shall be deemed waived. If the Services Terms (located at yp.com/about/legal) applicable to the Service out of which such claim arose provide for makegoods, then Publisher's compliance with its obligations with respect to such makegoods will constitute the Publisher Parties' sole obligation

and Advertiser's sole and exclusive remedy for any breach of this Agreement relating to such Advertising or Service. In no event will the Publisher Parties' aggregate liability under this Agreement exceed the amount paid under the applicable Order for the specific Advertising and/or Service at issue. UNDER NO CIRCUMSTANCES WILL THE PUBLISHER PARTIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, DAMAGES RELATING TO LOSS OF PROFIT, LOSS OF INCOME OR REVENUE, OR LOSS OF GOODWILL, FOR ANY REASON WHATSOEVER, INCLUDING THE RESULT OF ERRORS OR OMISSIONS, THE REJECTION OR REMOVAL OF ANY ADVERTISING, ANY DELAY IN DISPLAYING, PUBLISHER PARTIES' FAILURE TO DISPLAY OR DISTRIBUTE ADVERTISING, OR PUBLISHER PARTIES' FAILURE TO PERFORM SERVICES. PUBLISHER'S ACCEPTANCE OF THIS AGREEMENT AND THE RATES CHARGED FOR THE ADVERTISING AND OTHER SERVICES ARE BASED UPON THE LIMITATION OF THE PUBLISHER PARTIES' LIABILITY AS SET FORTH HEREIN. Advertiser may negotiate to pay additional charges (based on Publisher's sole assessment of risk factors) in lieu of this limitation of liability by calling Customer Service as listed on the applicable Order and entering into an agreement with Publisher providing otherwise. Such an agreement must be in writing, signed by both parties. Publisher has no obligation to accept or enter into such an agreement.

18. Force Majeure. Publisher will not have any liability to Advertiser, and Advertiser will remain responsible for all moneys owed to Publisher, if Publisher's performance of its obligations is delayed by the occurrence of: (a) fires, floods, earthquakes, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, sabotage, embargo, government action or order, blackouts, epidemic or quarantine, strikes/labor difficulties, or any other similar cause; or (b) any event or circumstance within the control of, or caused by information provided by, Advertiser or a third party (including Suppliers).

19. Agency Relationship. Advertiser acknowledges and agrees that YP is authorized in its capacity as sales agent to exercise any right or remedy, accept or reject any Order for Advertising, give any consent, approval or notice, receive any notice or take any and all other actions under the Terms and Conditions on behalf of Print Media in Print Media's capacity as the Publisher of any PD Advertising. Advertiser acknowledges and agrees that by submitting any Order for PD Advertising to YP in its capacity as sales agent, regardless of whether such Order also includes an Order for Internet Advertising, Advertiser shall be deemed to have submitted such Order to and entered into a binding contract (i) with Print Media with respect to any PD Advertising and (ii) with YP or its subsidiaries (including YellowPages.com LLC) with respect to any Internet Advertising. Advertiser acknowledges and agrees that (i) Print Media shall be solely responsible for the fulfillment of any PD Advertising, and that YP shall not have any liability to Advertiser of any type or nature in connection with the fulfillment of any PD Advertising and waives any claim or cause of action against YP in connection therewith and (ii) YP shall be solely responsible for the fulfillment of any Internet Advertising, and that Print Media shall not have any liability to Advertiser of any type or nature in connection with the fulfillment of any Internet Advertising and waives any claim or cause of action against Print Media in connection therewith.

20. Miscellaneous; Exclusive Venue. This Agreement and all claims and disputes arising under or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Missouri without giving effect to its conflicts of law principles. Any action or proceeding arising under or relating to this Agreement shall be filed only in the United States District Court for

Missouri. Advertiser hereby consents and submits to the exclusive jurisdiction and venue of those courts and waives any objection based on the convenience of these exclusive venues. All claims and disputes arising under or relating to this Agreement shall be adjudicated on an individual basis, and Advertiser will not consolidate or seek class treatment for any claim unless previously agreed to in writing by Publisher. Publisher's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other communications, including all prior agreements, between the parties with respect to such subject matter. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Publisher may assign its rights and duties under this Agreement to any party at any time without notice to Advertiser; provided, that upon any such assignment, Advertiser hereby acknowledges and agrees that Publisher shall be released and discharged from further liabilities, duties and obligations hereunder; provided, further that such release and discharge shall not affect any rights of Publisher or liabilities, duties, and obligations owed by Advertiser to Publisher with respect to payments or other obligations due and payable or due to be performed on or prior to the date of such assignment. Advertiser's rights and duties under this Agreement are not assignable without the written consent of Publisher.