

TERMS AND CONDITIONS

These Terms and Conditions, the Advertising Order and any applicable Service Schedule(s), each as further defined below, and any other forms authorized by us which by their terms are intended to be incorporated into these Terms and Conditions, constitute the entire agreement (“**Agreement**”) between you and us concerning all matters relating hereto, and supersede any prior discussions, agreement, course of dealing or understandings between you and us relating to the Service. These Terms and Conditions and all Service Schedules are also available at www.vivial.net/legal. **PLEASE NOTE: This Agreement, including all Services in your Order, shall automatically renew without any additional notice to you, unless cancelled by you in the manner set forth below. This Agreement contains performance disclaimers, Advertiser warranties, Advertiser indemnity obligations, venue limitations and limitations on Publisher liability. Our liability in connection with any Service shall be limited to amounts actually paid by you for such Service. You are responsible for reviewing all terms contained in this Agreement.**

1. **Definitions.** For purposes of the Agreement: (a) “**you**” and “**your**” refer to you, the “**Advertiser**”, as identified on any Order; (b) “**Vivial**” means Vivial Media LLC and its subsidiaries, affiliates, successors and assigns; (c) “**we**,” “**us**,” and “**our**” refers to the Publisher, as determined by Vivial and referenced on your Order, and Vivial; (d) “**Order**” means any order submitted by you requesting Service; (e) “**Advertising**” means all content, including Customer Content, and any content you direct us to create or publish, or that we develop or procure for you, in any form or media, including in each case all tangible and intangible works of any kind (including, without limitation, text, graphics, artwork, maps, photographs, layouts, fonts, recordings, source code, object code, web sites, e-mail, links, video, audio, metadata, keywords or other materials); (f) “**Close Date**” means the last date on which Vivial will accept print Orders as determined by Vivial for the relevant print directory issue; (g) “**Customer Content**” means all content you provide to us; (h) “**Service(s)**” means any service(s) which we may provide to you, including without limitation any services related to the publication and distribution of print or Internet Advertising, any website development service or any Internet related service; (i) “**Service Schedule**” means any addenda, amendment, exhibit, schedule or supplemental form related to the Order and outlining additional terms and conditions related to a specific product(s) and which by their terms are intended to be incorporated into these Terms and Conditions. All other capitalized terms shall have the meanings set forth below, or in the Order.

2. **Your Order.** If you (i) sign the Order (physically, electronically or otherwise); or (ii) provide a recorded verbal authorization to place the Order, you make a firm offer to us in which you shall be deemed to have: (a) read and understood these Terms and Conditions and agree to be legally bound by them; (b) acknowledged that the individual signing the Order or providing the verbal authorization represents and warrants that he or she is authorized to bind you to this Agreement; and (c) agreed to pay for the Services as described in the Order. Rates quoted for the Service are only for the specific items shown in the Order and rates for any other item (including any renewal) will be those in effect at the time of its publication or renewal.

3. **No Obligation To Publish or Provide Service.** We may choose not to provide any Service. We may also choose not to publish any directory or other listing. We will be bound by the Order only if and when we provide the Service (but only as to the Service provided, and not as to any Service listed on the Order but not published or provided). Publication of Advertising in one issue of a directory does not obligate us to publish the Advertising in any subsequent issue of that directory. If we reject any Order, in whole or in part, we will refund any money you paid for rejected portions of the Order and will have no further obligation to you.

4. **Term.** The “**Term**” (including any “**Initial Term**”, “**Renewal Term**” or other term, regardless of name) of each Service shall be as set forth in the Order and is subject to automatic renewal as described herein. For any print directory Service (“**Print Advertising**”), the Term shall begin on the date of first publication of the Print Advertising. The publication cycle of any print directory or replacement directory, and consequently the relevant Term and your payment obligation, is typically 12 months but may be extended or shortened up to 6 months at our discretion and without any notice to you, or longer due to any issue affecting publication. For any other Service, the Term may begin as early as the day that we begin work to fulfill your Order.

5. **Automatic Renewal. IT IS YOUR EXPRESS INTENTION IN ENTERING INTO THIS AGREEMENT THAT THE TERM FOR ANY SERVICE SHALL AUTOMATICALLY RENEW UNLESS CANCELLED BY YOU IN THE MANNER SET FORTH BELOW. Such “Renewal Term” shall be, unless otherwise specified in the Order, (i) for any Print Advertising, for a period equal to the Initial Term; and (ii) for any other Service, on a month-to-month basis. The applicable Renewal Term shall be deemed a new “Term” and shall be automatically renewed at the end of each Term again unless cancelled by you in the manner set forth below. If we do not receive the written notice contemplated by this section and we elect to renew, in our sole discretion, such renewal may be at our then-prevailing monthly rates and charges for any Renewal Term. You must notify us in writing of your intent not to renew at least 30 days prior to (i) for any Print Advertising, the subsequent directory issue’s Close Date; or (ii) for any other Service, the expiration of the then-current Term. It is your responsibility to obtain the deadline for cancelling the renewal of any particular Service by contacting Vivial as set out herein. We may send you notice of renewal containing any change in rates, but are not required to do so. We reserve the right: (i) not to renew your Order or any portion thereof; or (ii) upon notice to you (which may be provided electronically) prior to commencement of any Renewal Term, to eliminate or modify any terms, conditions, standards, specifications, products, headings, or policies (including, without limitation, priority placement of Advertising) relating to the Service.**

6. **Termination of Service.** Print Advertising is not eligible for any early termination. Except as otherwise affirmatively stated in the Order, should you request that any other Service be terminated prior to conclusion of the then-current Term, in addition to all outstanding amounts owed as of the date such termination becomes effective, you will be charged a “**Cancellation Fee**” equal to the lesser of: (i) three times the monthly recurring charge for the terminated Service; or (ii) all charges owed for the remainder of the then-current Term for the terminated Service.

7. **Payment.** We may require payment of a set-up fee for certain Services, as indicated on your Order. Set-up fees are non-refundable. We may require advance payment in full or in part prior to providing a particular Service or may, at our discretion, require a deposit as a condition to any continuation of Service which deposit we may utilize as payment for any amount not paid when due. You authorize us to review your credit history and we may require completion of a credit application to determine whether advance payment is required. Some Service(s) will require advance payment regardless of your credit history.

You agree to pay all charges due, plus any applicable taxes, fees or surcharges, upon receipt of invoice. Unless otherwise stated in the Order, payment obligations commence immediately upon commencement of the applicable Term. Payments on your account, including the application of any credits or adjustments, may be applied against the oldest open balance on your account. A late payment charge of 1.5% (\$2.00 minimum) per month may be applied to any balance that remains unpaid as of 30 days following the date of invoice. Any check returned by your bank for whatever reason may be subject to a service charge in accordance with our then-current policies. You also agree to pay any reasonable costs of collection, attorneys’ fees and expenses that we may incur in collecting any unpaid amount. If more than one party places the Order, all will be jointly and severally liable for all charges. In addition to the right to require partial or full payment in advance as a condition of publication or delivery of Service, we may charge a reasonable fee for requests that exceed our customary services, including, for example, excessive content changes or non-standard billing requests such as paper invoicing. You acknowledge and agree that we are authorized to act on payment instructions received by you. By giving us your banking, credit card, debit card or other financial information, you authorize us to initiate debits against your financial account(s) or charge your credit card for amounts authorized by you, whether periodic or one-time payments. For recurring payment by credit card or ACH in which the “**Monthly Total**” due pursuant your Order will be paid on a recurring basis, you understand that the payment may vary and that you must have funds available to make the full payment. If a scheduled payment is rejected for any reason, you will be responsible for any applicable fees. If a convenience fee is added to the transaction, you understand that the convenience fee will be included in the total payment amount. You understand that convenience fees may vary based on the payment amount. In the event that an ACH transaction payment is returned for insufficient funds, you authorize us to electronically debit your bank account for the original amount of the transaction, as well as any returned item fees, up to the maximum amount allowed by law. This authorization will remain in force until the debts owed to us under this or any other agreement are satisfied or you revoke your authorization in writing. If you do not pay charges owed by the due date, fail to meet any other obligation in this Agreement or make any representation or warranty that is or becomes untrue, we may, at our option and in addition to other rights and remedies, suspend, terminate or discontinue any Service and declare the entire amount due for the Term payable in full. We may disclose information concerning you or your account to third parties, such as credit reporting agencies, and may request and act upon information received from them. You hereby authorize those third parties to provide such information to us.

8. **Bundled Pricing.** For print Advertising items included at no charge as part of a bundled offering with any digital Service, should such digital Service, or any component thereof, be cancelled by you prior to the end of the Initial Term applicable to the digital Service, standard rates shall apply for all remaining print Advertising as of the effective date of termination of the impacted digital Service and continuing through the remainder of the Initial Term applicable to such print Advertising.

9. **Publication.** We reserve the continuing right, but shall not be obligated, to reject, revise or discontinue providing any Service and to require you to edit or modify the same, for any reason, including but not limited to, your failure to conform to our editorial standards and specifications. Our editorial standards and specifications include, but are not limited to, all civil and criminal laws, rules and regulations, and public interest standards, as determined in our sole discretion. We also reserve the right to make changes to Advertising or advertising media (including without limitation changes to content, layout, format, medium, scope, coverage area, publishing cycle or number of copies printed), and to determine all categories or locations that it will appear in respecting any electronic directories or listings, all without any notice to you. We do not guarantee: (i) any specific display advertising heading specifications or the position of Advertising under any heading, category, link or other location; (ii) the position or rank of any Advertising; (iii) that any Advertising or listing will appear at any particular URL or within any particular search engine; or (iv) that a specific number of people will access or view any Advertising. Failure to publish Advertising in a particular position shall not be the basis for claim or adjustment to the amount owed by you. We make no guarantee that the color in any Advertising can be exactly duplicated from a photograph, logo, or other material provided. You acknowledge that your published Advertising may be of a lower quality than, or otherwise differ from, the original Advertising copy or from any copy, proof or layout sheet supplied by us, in clarity, color, focus, size or other features. It is your responsibility to review all Advertising prior to our publication deadlines.

10. **Arbitration and Class Action Waiver. ANY DISPUTE ARISING OUT OF OR RELATING TO ANY SERVICE (OTHER THAN CLAIMS WE MAY HAVE TO COLLECT AMOUNTS YOU OWE US) SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS THEN-PREVAILING COMMERCIAL RULES AND SHALL BE CONDUCTED IN MONTGOMERY COUNTY, OHIO. EACH PARTY WILL BEAR THE COST OF PREPARING AND PROSECUTING ITS CASE. THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO ALTER OR MODIFY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE LIMITATIONS OF LIABILITY SET FORTH HEREIN. ALL CLAIMS MUST BE ARBITRATED INDIVIDUALLY, AND THERE WILL BE NO CONSOLIDATION OR CLASS TREATMENT OF ANY CLAIMS. THIS PARAGRAPH IS SUBJECT TO THE UNITED STATES ARBITRATION ACT. THE ARBITRATOR SHALL APPLY THE SUBSTANTIVE LAW OF OHIO AND SHALL LIMIT ANY REMEDIES TO THOSE PROVIDED IN THIS AGREEMENT. YOU AGREE NOT TO PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THIS AGREEMENT TO ARBITRATE, AND YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS**

REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

11. LIMITATION OF LIABILITY. UNLESS OTHERWISE AGREED IN WRITING, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH YOU ACKNOWLEDGE, YOU AGREE THAT ANY LIABILITY WHICH WE MAY HAVE DUE TO ERRORS OR OMISSIONS IN THE ADVERTISING, THE DELIVERY OF SERVICE OR OTHER CLAIMS RELATING TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, YOUR ORDER SHALL NOT EXCEED THE AMOUNT OF CHARGES INCURRED FOR THE AFFECTED SERVICE FROM THE TIME WE ARE NOTIFIED OF THE ERROR OR OMISSION UNTIL ITS CORRECTION AND IN NO EVENT SHALL EXCEED THE TOTAL CHARGES FOR THE RELEVANT ORDER. ANY SUCH LIABILITY SHALL BE DISCHARGED BY ABATEMENT OF ALL CHARGES INCURRED FOR ANY COMPLETE OMISSION, OR BY REDUCTION OF THE APPLICABLE CHARGES IN PROPORTION TO ANY REDUCTION OF THE VALUE OF THE SERVICE (AS DETERMINED SOLELY BY US) DUE TO ERROR OR OMISSION. ONCE A PRINT PUBLICATION IS PUBLISHED, IT IS PROHIBITIVELY EXPENSIVE TO CORRECT AN ERROR IN THAT ISSUE OF THE PUBLICATION; YOU EXPRESSLY WAIVE ANY RIGHT TO SUCH REPUBLICATION. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY ORDER. THIS LIMITATION OF LIABILITY APPLIES TO US, ANY AUTHORIZED SALES AGENT(S) OR OTHER REPRESENTATIVES, ANY SERVICE PROVIDERS, ANY INVOLVED TELEPHONE COMPANY AND ANY AFFILIATES, DIRECTORS OFFICERS AND EMPLOYEES OF SUCH PARTY(IES). ANY LIABILITY DUE TO ERRORS, OMISSIONS, OR OTHER CLAIMS RELATING TO ANY FREE SERVICE IS LIMITED TO, AND OUR OBLIGATIONS WILL BE DISCHARGED BY, CORRECTION OF THE ERROR OR OMISSION.

APPLICABLE TO ADVERTISERS IN AK, AL AND WI ONLY: PRIOR TO ENTERING INTO A FIRM OFFER WITH US AS SET FORTH IN SECTION 1 ABOVE, YOU MAY CALL 1-800-362-3594 TO REQUEST THAT OUR POTENTIAL LIABILITY BE DIFFERENT THAN SET FORTH HEREIN. ANY SUCH CHANGE MAY REQUIRE ADDITIONAL CHARGES AND WILL BE BINDING ONLY UPON EXECUTION OF A WRITTEN AMENDMENT SIGNED BY OUR AUTHORIZED REPRESENTATIVE.

12. Listing and Content Modification and Publication. By ordering the Service, you are authorizing us to modify information about your business on third-party maps, apps, GPS systems, social networks, directories, search engines and other sites, directories and platforms with content and other information (including information vital to customers contacting you such as your phone number, address, name, etc.) on your behalf without any prior notice to you. You are also representing to us that you have all rights to cause us to make such modifications. You may be required by certain Service Providers (for example, Facebook) to agree to such Service Provider's terms and conditions or other policies regarding use of such Service Provider's sites. In such event, you hereby agree to comply with (and to ensure that all location data and other Customer Content complies with) all such terms. Upon any actual or alleged failure to comply, in addition to its other rights and remedies, we and any Service Provider will have the right to immediately suspend access to all or part of the Services.

13. Advertising Content and Intellectual Property Rights. All Advertising will be our sole and exclusive property, except for: (i) Customer Content and (ii) "**Third-Party Content**," which means content we license from a third party. You acknowledge that Third-Party Content and/or content created solely by us may not be exclusive to your Advertising or Service. You grant us a perpetual, royalty-free, worldwide, unrestricted, sub-licensable, non-exclusive right and license to: (i) use, copy, record, modify, display, publish and distribute Customer Content in any form or media, in connection with any Service or Advertising; and (ii) grant third parties the right, sublicense and authority to exercise all or any of the rights afforded to us under this Agreement, all on such terms as we deem appropriate. Use of Third-Party Content is subject to all terms and conditions imposed by the provider of such content. Except as expressly set forth in this Agreement, you agree that: (i) you will have no rights in any Advertising; (ii) you have no right to use any Advertising except in connection with the Order; and (iii) you do not have the right to allow others to use any Advertising. You are solely responsible for all Advertising and will produce and deliver all Advertising in accordance with our then-current guidelines, procedures, and technical requirements, which we may change from time to time. If you fail to comply, we may cancel or suspend any Advertising or Service. Because of the massive volume of Internet data, we expressly disclaim any obligation to monitor web site content. You are solely responsible to register and protect any copyrights or other intellectual property rights you have in any Customer Content. As to any Advertising that we create for you, whether in whole or in part, or any derivative work that we create from the Advertising, you acknowledge that we are the author and sole owner thereof and irrevocably assign to us any independently copyrightable contribution which you might have made to such Advertising. You further acknowledge that we retain all right, title and interest, including the copyright, in such Advertising and that the Advertising does not constitute a joint work. You must obtain our prior written consent in order to reproduce the Advertising, to have it reproduced by others, or to otherwise use our name, marks or the Advertising in any way. You (i) grant us permission to collect information related to the usage and/or effectiveness of any Advertising or Service, including without limitation call counts, search engine clicks, web site visits, and email counts; we own all such information and (ii) agree that we may use the foregoing for any legal purpose. If the Advertising contains links, you hereby grant us and our sublicensees a perpetual, royalty-free, worldwide, unrestricted, sub-licensable, non-exclusive right and license to establish such links and to link users of the Advertising to the website(s) designated in any Advertising and to cause such links to open new browser windows and publish the websites designated by such links within such window.

14. Warranties. You represent and warrant that: (i) you have all required rights and authorizations, and are prepared, to sell all products and/or services in any Advertising; (ii) you have the right to use all copyrights, trademarks, service marks, trade names, logos, artwork, likenesses and other intellectual property rights in your Customer Content and to use and/or direct us to use all links and URLs in any Advertising, and in turn hereby authorize us to do the same; (iii) you are the author of all Customer Content and have the

sole responsibility to register and protect the same, or you are authorized by the author of all Customer Content to reproduce, to prepare derivative works of, and to distribute copies of such content, and in turn hereby authorize us to do the same; (iv) the Advertising, publication of the Advertising and your use of the Service will not infringe any trademark, trade name, service mark, copyright, right to publicity, right of privacy, patent or other intellectual property right of a third party, nor will it constitute false, deceptive or unfair advertising or disparagement under applicable law; (v) the Advertising complies with all federal, state and local laws, rules and regulations, including without limitation licensing requirements, contest rules, and administrative and professional rules and regulations; (vi) you have all professional licenses, degrees or specialties appearing in the Advertising and the Advertising complies with the regulations of your business or profession; (vii) all statements and information provided to us or contained in any Advertising are truthful, accurate and not misleading; (viii) any Advertising published pursuant to the Order is for your own account, is intended for your own business use, and is not for resale or any other use; and (ix) you will not use any Service to send mass, unsolicited email or spam to third parties or engage in any illegal, tortuous or abusive activity. You acknowledge and agree that you have sole responsibility for the content of the Advertising and that you will comply with all applicable laws, rules, and regulations in accepting and fulfilling orders, honoring any special offers and conducting any contest or drawing.

15. Indemnification. You agree to indemnify, defend and hold us, our authorized sales agents or other representatives, any telephone company on whose behalf we publish directories, any Service Provider and any affiliates, directors, officers and employees of such party(ies) harmless from and against any liability or costs, including, without limitation, attorney's fees and expenses, relating to: (i) any breach of your representations, warranties and covenants; (ii) any act, omission or fault of you or your employees, agents or contractors in connection with the Order; (iii) any claim that the Advertising or other information provided by you, or your use of any Service violates any applicable rule, regulation or law (including, without limitation, false advertising or defamation) or infringes upon a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) your collection or use of any information obtained through any Advertising or Service; (v) any viruses or other harmful code contained in the Advertising or otherwise included by you in connection with any Order; or (vi) any violation of this Agreement.

16. Disconnects. If you terminate the telephone service associated with any Advertising, you shall remain liable for all charges hereunder and we reserve the right to require immediate payment of all sums due for such Advertising for the remainder of the Term. Disconnection, modification or transfer of telephone numbers or service activity initiated by you and associated with any Advertising, may result in the omission or cancellation of the Advertising. You assume the risk of such result.

17. Proofs. We do not guarantee you will receive a proof of your Advertising. If you are provided with a proof of any Advertising, we reserve the right to require you to timely return the proof to us, signed with your approval or corrections. Failure to return any proof may, at our option, result in cancellation of any Advertising or Service. We will not be responsible for errors resulting from any modified proof returned to us after our deadline. You understand that a proof is not a condition of sale.

18. Disclaimers. EXCEPT AS EXPRESSLY STATED HEREIN, ALL SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND ANY SERVICE PROVIDER MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR USE. WE DO NOT WARRANT THAT THE FUNCTION OF ANY COMMUNICATIONS NETWORK WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THERE WILL BE NO DEFECTS IN THE NETWORK(S) OF OUR SERVICE PROVIDERS, WHICH MAY CHANGE WITHOUT NOTICE TO YOU.

19. Notices. Any writing or notice required by this Agreement shall be in writing and transmitted by certified mail, overnight courier, facsimile or electronic mail (in the latter two instances, proof of transmission and receipt shall be required) as follows: if to you, to the street address, facsimile number or e-mail address shown on the Order; if to us, to Vivial Media LLC, Attn: Customer Service, 3100 Research Blvd., Suite 250, Dayton, Ohio 45420 or via email to customerservice@vivial.net.

20. Copyright Complaints. To report an alleged copyright violation, you may send a notice that complies with the Digital Millennium Copyright Act ("**DMCA**") to the notice address above. For more information about the DMCA please visit <http://copyright.gov>. If we learn of a violation we may, in our sole discretion, take any of the following actions: (i) issue a warning; (ii) suspend or terminate Service; (iii) impose additional fees or charges; (iv) remove the offending content; or (v) take any other action we deem reasonable and allowed by law. We reserve the right to cooperate with any third-party investigations of alleged illegal or improper activity related to the Service or any Advertising and to monitor any Advertising or Service using network facilities, including efforts to prevent the introduction of viruses or other hostile code or to ensure compliance with laws and our guidelines, procedures and technical requirements.

21. Customer Service Questions; Claims. Please visit our website at www.vivial.net/legal for Customer Service contact information, to request applicable Service Schedules and for other information relating to your Order, including copies of the Terms and Conditions, any applicable Service Schedules, our Privacy Policy and our Acceptable Use Policy. **ANY CLAIM OR CAUSE OF ACTION YOU MAY HAVE RELATING TO ANY ORDER MUST BE MADE IN WRITING IN ACCORDANCE WITH SECTION 19 ABOVE WITHIN 60 DAYS OF THE DATE THE CLAIM AROSE (THE DATE OF PUBLICATION FOR CLAIMS RELATING TO PRINT ADVERTISING). OTHERWISE, THE CLAIM OR CAUSE OF ACTION SHALL BE DEEMED WAIVED BY YOU.**

22. Miscellaneous. You agree that we may use third parties to provision any Order ("**Service Providers**"). Any terms and conditions between you and the Service Provider are not enforceable by you against us. We do not guarantee the identity of the Service Providers used to fulfill your Order. Other firms, which may be unaffiliated with us, are responsible for your telephone service and the accuracy of any directory listing. You may not assign any of your rights or obligations without our prior written consent; provided, however, that such consent shall not be required in connection with the sale of all your assets or shares of

capital stock or other ownership interests so long as such purchaser expressly agrees in writing to fulfill all obligations of the Agreement and you provide written notice of such sale to us. In the event of any assignment allowed by the preceding sentence: (i) this Agreement shall be binding upon your assignee and (ii) both you and your assignee shall be jointly and severally liable for the timely performance of all obligations of the Agreement. We shall have the right, in our sole discretion, to assign our rights and obligations under this Agreement. If any provision of this Agreement shall be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected by such invalid or unenforceable provision; (ii) this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions; (iii) in lieu of such invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar to such invalid or unenforceable provision as may be valid, legal and enforceable; and (iv) our rights shall be construed and enforced accordingly. We shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, terrorist act, civil or military authority, act of God, or other similar causes beyond our control ("**Condition(s)**"). If any Condition occurs, we shall give notice to you and we may elect to: (i) terminate this Agreement or part thereof as to Service not already received or (ii) suspend this Agreement or part thereof for the duration of the Condition and resume performance once the Condition ceases with an option to extend the relevant Term up to the length of time the Condition endured. Option (ii) above shall be deemed selected unless we inform you otherwise in writing within 30 days following the occurrence of the Condition. You agree that: (i) we do not approve or endorse any product or service by publishing any Advertising; (ii) we do not make any representation that we approve or endorse any product or service; (iii) we may publish any advertising of any other person or entity; and (iv) we do not approve or endorse any person or company we have referred you to for creative, design, or other services. You agree not to include any limiting endorsement on a check or other form of payment. We may cash a check containing a limiting endorsement without affecting your obligations or our rights. When and where available, you consent to conducting business with us electronically and we may accept this Order by electronic signature, including recorded oral acceptance, in accordance with our approved format. You are solely responsible for maintaining and ensuring the security of any and all passwords obtained. All hosting environments and network connections are unsecured unless otherwise indicated by us in writing. You agree that you will honor the prices or discount percentages quoted in any Advertising. You are encouraged to include expiration dates as circulation periods can change. Our sales representatives are not authorized to modify or amend this Agreement. This Order does not create any partnership, joint venture, employee, franchisee, agency or other similar relationship. We will not lose any of our rights under this Agreement even if we do not enforce a right or delay in enforcing a right. The rights, obligations and remedies of you and us as specified under this Agreement shall be governed and enforced in all respects in accordance with the laws of the State of Ohio. You agree that your telephone conversations with us may be monitored or recorded.