

Terms & Conditions

1. Acceptance of the Terms of Use

A. These terms of use are entered into by and between Advice Interactive Group LLC ("**Company**", "**we**" or "**us**") and the business by which the individual accepting this Agreement is employed or otherwise engaged ("**Client**" or "**you**"). Company and Client are each referred to herein as a "Party," and collectively as the "Parties. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of Advicelocal.com including any content, functionality and services offered on or through Advicelocal.com (the "**Website**"), whether as a guest or a registered user.

B. Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.advicelocal.com/privacy-policy>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

C. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

2. Changes to the Terms of Use

A. We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

B. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

3. **Products**

A. Company offers subscriptions to various products and services (each, a **“Product”**). Products may be subject to third party content terms.

B. Some Products involve distribution of Client content and/or other interactions with third parties (the **“Publishers”**) that own or operate online business directories, search web sites, social media web sites or other online properties (the **“Publisher Sites”**). Client agrees that (i) all content submitted is subject to the Publishers’ standards and other applicable content policies, and that any such content may be rejected, in whole or in part, by a Publisher at any time in its sole discretion, or modified by Company or the Publisher at any time to comply with such policies, (ii) Company does not guarantee that any content will be displayed on any Publisher Site, and (iii) the appearance and/or location of any content placement may change at any time. COMPANY SHALL HAVE NO LIABILITY FOR THE AVAILABILITY OF OR ANY CHANGE IN THE PARTNER SITES, FOR ANY DECISION BY A PARTNER TO REJECT OR MODIFY ANY CONTENT SUBMITTED BY CLIENT, OR FOR ANY OTHER DECISION, CHANGE OR OTHER ACTION DESCRIBED IN CLAUSES (i), (ii) OR (iii) OF THE PRECEDING SENTENCE.

C. Company may from time to time, at the request of the Client, assist Client with the implementation of certain features, widgets, and lead generation tools that are a part of the Products. This may include interaction with the Client’s website and webpages. Any such assistance provided by Company is at the Client’s own risk. COMPANY SHALL HAVE NO LIABILITY FOR THE AVAILABILITY OF OR ANY CHANGE IN THE CLIENT’S WEBSITE OR TO ANY CLIENT CONTENT OR OTHERWISE IN CONNECTION WITH SUCH ASSISTANCE.

4. **Fees and Payment**

A. By purchasing a subscription, you agree to any fee and payment terms that are described herein and/or during the online registration process. Any Product fees are exclusive of any sales, taxes, levies, duties or similar governmental assessments. Client is responsible for paying any Taxes associated with its purchases hereunder. Purchased

subscriptions may not be cancelled during the subscription term and any fees paid are nonrefundable except in Company's sole discretion. Client agrees that its purchases are not contingent on Company's delivery of any future functionality or feature.

B. You will be required to provide Company with a valid credit card number upon registration for a subscription. You hereby warrant and represent that you have the authority to provide such credit card information to Company and shall be responsible for all charges made thereto. Company will bill your credit card in advance of each Billing Period for the fees incurred, as well as for any outstanding balances. Your "Billing Period" will be specified by Company at the time of registration, though Company reserves the right to change the term of future Billing Periods at any time. Any and all late payments shall accrue interest at the rate of 1.5% of the outstanding balance per month (or the highest rate permitted by law, whichever is less). In addition, you are responsible for paying any reasonable expenses and attorneys' fees that Company incurs in connection with collecting late amounts. If any amount owed by you under this Agreement is overdue, Company may, without limiting our other rights and remedies, suspend your access to the Products until such amounts are paid in full.

Notwithstanding the termination provisions, if your access to the Products has been suspended for a period of seven (7) days or more for an overdue payment pursuant to the preceding sentence, Company may, upon notice to you, immediately terminate this Agreement and cancel your account.

C. COMPANY WILL AUTOMATICALLY RENEW EACH OF YOUR PRODUCT SUBSCRIPTIONS. UPON RENEWAL COMPANY WILL CHARGE YOUR CREDIT CARD AT THE BEGINNING OF EACH SUBSCRIPTION RENEWAL PERIOD, UNLESS CANCELLED. Company will charge your credit card at the beginning of each subscription renewal period. You acknowledge and agree the amount billed each Period may vary as you change your subscription and you authorize us to charge your credit card for these amounts.

5. License to Client Content

Client hereby grants Company non-exclusive, worldwide, paid-up, royalty-free, transferable, perpetual, irrevocable, unlimited use rights (or a subset of such rights) to use, distribute, copy, publish, syndicate, reformat and update any and all business listing and other information or content that is made available by or on behalf of you in connection with your use of the Products ("Client Content"). Company may sublicense

this right to any Publishers and other online partners. This license will survive any termination or expiration of this Agreement. Client acknowledges and agrees that Company shall be the source of record for Client's business listing information and that Client will only make available information that it knows to be true.

6. Term and Termination

A. This Agreement is effective as of the date you register for a subscription and shall remain in full force and effect until terminated by either Party in accordance with this Section 6.

B. Either Party may terminate this Agreement and disconnect some or all of the Products at any time for convenience upon notice to the other Party. To be effective at the end of your current subscription period (such notice may be provided by calling Company at (214) 310-1356). In addition, Company may, upon notice to you, immediately terminate this Agreement and cancel your account in the event of your material breach of this Agreement.

C. Upon any termination or expiration of this Agreement, Client will pay Company any fees due and payable prior to the effective date of such expiration or termination. The following provisions shall survive any termination of this Agreement: Section 5 ("License to Client Content"), this Section 6(C) ("Survival"), Section ("Limitation of Liability"), Section 9 ("Indemnification"), Section 7 ("Representations and Warranties").

7. Representations and Warranties

You represent, warrant and covenant that at all times during the term of this Agreement:

- (a) the individual accepting this Agreement is authorized to act on behalf of you and to bind you to this Agreement;
- (b) you have the full power and authority to conduct your business, to enter into this Agreement, and to perform your obligations under this Agreement;
- (c) you have obtained, and grant to Company, sufficient rights to access and use the Client Content to deliver the Products in accordance with this Agreement;

(d) your execution, delivery and performance of this Agreement will not conflict with or violate: (i) any provision of law, rule, regulation, industry guidelines or codes of conduct to which you or your activities are subject; (ii) any order, judgment or decree applicable to you; (iii) any provision of your organizational documents; or (iv) any agreement or other instrument applicable to you; and

(e) you will comply with all applicable federal, state and local laws, rules, regulations, court orders, judgments and decrees.

8. Limitation of Liability

THE PRODUCTS PROVIDED BY COMPANY IN CONNECTION WITH THIS AGREEMENT ARE SUPPLIED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT UNDER APPLICABLE LAW, COMPANY MAKES NO, AND DISCLAIMS ALL, WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), GUARANTEES, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR OTHERWISE. THE COMPANY PRODUCTS AND COMPANY WEBSITE, AND OTHER WEBSITES, DATABASES AND/OR THIRD PARTY PROGRAMS CONTAINED WITHIN THE PRODUCTS, MAY CONTAIN BUGS, ERRORS, PROBLEMS AND/OR OTHER LIMITATIONS. COMPANY HAS NO LIABILITY, WHATSOEVER, TO YOU OR ANY THIRD PARTY, FOR ANY CHANGES MADE TO THE CLIENT CONTENT OR TO THE YOUR WEBPAGE OR WEBSITE AS A RESULT OF COMPANY’S ASSISTANCE IN IMPLEMENTING ANY PRODUCT FEATURES, ANY OTHER PARTY’S SECURITY METHODS AND PRIVACY PROTECTION PROCEDURES AND/OR ANY PARTY’S USE OF, OR INABILITY TO USE, COMPANY WEBSITES, DATABASES AND/OR PROGRAMS. COMPANY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, THAT ANY OTHER PARTY’S SECURITY METHODS, PRIVACY PROTECTION PROCEDURES AND/OR ANY PARTY’S USE OF COMPANY’S WEBSITE, DATABASES AND/OR PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL COMPANY OR ANY PARTNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY WILL NOT BE LIABLE, OR CONSIDERED IN BREACH OF THE AGREEMENT, ON ACCOUNT OF A DELAY OR FAILURE TO PERFORM UNDER THE AGREEMENT, AS A RESULT OF CAUSES OR

CONDITIONS THAT ARE BEYOND COMPANY'S CONTROL. IN ADDITION, AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, COMPANY'S MAXIMUM, CUMULATIVE LIABILITY UNDER ANY CAUSES OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE WILL NOT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE TOTAL PRICES PAID BY CLIENT TO COMPANY UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE FIRST CLAIM ARISES. To the extent any liability of Company cannot be disclaimed, excluded or limited under applicable law, such liability shall be disclaimed, excluded and limited to the fullest extent permitted under applicable law.

9. Indemnification

Client will defend, indemnify, and hold harmless, Company, its third party licensors and Publishers, and its affiliates, and each of its and their respective officers, directors, members, managers, employees, sublicensees, contractors and agents (collectively, "Indemnified Parties") from and against any and all claims, actions, losses, liability, damages, fines, costs, and expenses (including reasonable attorney's fees and expenses) arising from or related to: (a) any breach of the Agreement by you (including, but not limited to, any representations and warranties made herein); (b) any violation of any law or regulation arising from or in connection with your subscription; (c) any allegation arising from or relating to any Client Content, including, but not limited to, any allegation that any Client Content infringes or otherwise violates any trademark, trade name, service mark, copyright, license, trade secret, right of privacy or publicity or other intellectual property or proprietary right of any third party, constitutes false advertising, is defamatory and/or is in violation of any law or regulation; (d) any claim by any third party related to you or your products, services, webpages, websites or business; and/or (e) any third party dispute with you, including, without limitation, any injury suffered by a third party at your place of business or any other related issue.

10. Accessing the Website and Account Security

A. We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. You are responsible for: (i) Making all

arrangements necessary for you to have access to the Website; and (ii) Ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

B. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

C. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

D. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

11. Intellectual Property Rights

A. The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

B. Company hereby grants Client a limited, non-exclusive, non-transferable right to access and use the Products that Client has subscribed to solely in connection with Client's legitimate business needs. This right will terminate in the event the applicable subscription is not renewed or this Agreement is terminated pursuant to terms stated herein. Upon termination Client must immediately stop using all products and Services. Client is responsible for all use of accounts.

C. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print copies of a reasonable number of pages of the Website for your own personal limited business use and not for further reproduction, publication or distribution.
- You may print copies of all reports provided by the Website.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.
- You must not:
 - Modify copies of any materials from this site.
 - Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
 - Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

D. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use

the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

12. Trademarks

The Company name, the terms Advice Local, Visibility Report, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

13. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

- Additionally, you agree not to:
 - Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
 - Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
 - Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
 - Use any device, software or routine that interferes with the proper working of the Website.
 - Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
 - Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
 - Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
 - Otherwise attempt to interfere with the proper working of the Website.

14. Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for [any or no reason, including without limitation,] any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

15. Content Standards

These content standards apply to any and all User Contributions and use of Products. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under

applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.

- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

16. Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

17. Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

18. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of TEXAS without giving effect to any choice or conflict of law provision or rule (whether of the State of TEXAS or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the City of Dallas and County of Dallas although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

19. Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

20. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

21. Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or

provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

22. Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Advice Interactive Group LLC with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.