

YPDirect Portal Terms of Service and Use

Effective Date: June 1, 2014

These YP Direct Portal Terms of Service and Use (the “**Portal Terms of Use**”), as may be modified or amended periodically by YP (as defined below) at YP’s sole discretion, is a legally binding agreement made by and between YP and you, personally and, if applicable, on behalf of the entity for which you are using YPdirect products or services accessed through the Portal (as defined below). For the purposes of these Portal Terms of Use, the terms “**you**” and “**your**” refer to the legal person or entity creating a YPdirect account with YP, including, without limitation, you and/or the business, company, or entity which you represent, together with your employees, agents, representatives, or authorized third parties. The term “**Direct Advertiser**” refers to the entity or person whose advertising appears via the YPdirect service. These Portal Terms of Use governs your interactions with YP in obtaining information about and placing orders for direct advertising, and other related products or services (the “**Portal**”).

BY CLICKING “I ACCEPT” WHERE INDICATED, OR BY ACCESSING AND USING THE PORTAL IN ANY WAY, YOU AGREE TO BE BOUND BY THESE PORTAL TERMS OF USE, INCLUDING BUT NOT LIMITED TO THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO THESE PORTAL TERMS OF USE, DO NOT USE THE PORTAL AND EXIT NOW.

1. About The Portal and The Terms.

- 1.1 The Portal. The Portal allow users to, among other things, research and request direct mail advertising services, including targeted paper advertisements delivered via postal mail and virtual advertisements delivered via electronic mail, as well as provision of demographic information and related services. As part of the services provided via the Portal, YP may provide paid listings, advertisements, or other sponsored information and may 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. The Portal is intended as a secure online means for you to obtain direct advertising products and services or any other services provided via the Portal (“**YP Direct Products**”). YP does not endorse or make any representations or warranties regarding the efficacy or reliability of these YP Direct Products, or the quality of the services provided via the Portal.
- 1.2 Eligibility. To use the Portal, you must be, and you 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 the Portal in accordance with these Portal Terms of Use. You represent and warrant that You have authority, as an owner, officer, partner, agent, or legal representative, to bind Direct Advertiser to these Portal Terms of Use. You shall provide true, accurate, and complete

registration information and data and shall promptly update it as necessary to keep it current. You shall not use false identities or impersonate any other person or entity, or use a name that you and Direct Advertiser are not authorized to use. Upon request, you shall provide YP with verification of your name, identity, age, and any other personal identification information requested.

- 1.3 Additional Terms. YP provides a wide variety of services to both consumers and business users (the “**YP Services**”) which are subject to additional terms of use and other policies listed below (“**Supplemental Agreements**”), which may be updated by YP from time to time at its sole discretion. Where applicable, the Supplemental Agreements shall apply to your use of the Portal, and you may not use the Portal unless you so agree to comply with the Supplemental Agreements. To the extent any provision in any Supplemental Agreement conflicts with any provision in these Portal Terms of Use, the provisions contained in these Portal Terms of Use shall control. Links to the Supplemental Agreements follow:

[YP Advertiser General Terms and Conditions](#)
[YP Services Terms](#)
[Mobile App End User Terms](#)
[Electronic Commerce Terms](#)
[Registered User Terms](#)
[Legal Notices Page.](#)

- 1.4 Nature of Services. YP provides YP Services that are, unless otherwise expressly stated, advertising related services. YP displays advertising on behalf of the advertisers who place the advertising, and YP relies upon the advertisers for the accuracy, completeness, and honesty of that advertising. Under no circumstances does YP endorse and/or have any other connection with the advertisers that place advertisements with YP.
- 1.5 Changes to Terms. YP may change, modify, supplement, or update these Portal Terms of Use, other terms and materials referenced in these Portal Terms of Use, including the YP Privacy Policy and Supplemental Agreements, the Portal, or the content and setup of the Portal at any time. You will be bound by any such changed, modified, supplemented, or updated terms if you continue to use the Portal after such changes are posted. Unless otherwise indicated, any new content or services added to the Portal will also be subject to these Portal Terms of Use, effective upon the date of any such addition. For this reason, you should review these Portal Terms of Use on the Portal periodically.
- 1.6 Voluntary Use. Your use of the Portal is voluntary and at your discretion. You are not required to enroll in, access, or use the Portal in order to be eligible to receive any other YP Services.
- 1.7 Permitted Use. You will use the Portal only as permitted and not attempt to harm

or circumvent any of its security features or use the Portal for any purpose other than as described in these Portal Terms of Use or related policies or terms of use.

2. Using the Portal.

2.1 Grant of Rights. Subject to your compliance with these Portal Terms of Use, YP grants you a limited, non-exclusive right to use the Portal, and any content and materials made available to you in connection with your use of the Portal, only for the purposes (and subject to such further limitations) as YP may provide from time to time. The content of the Portal is provided solely for your personal use or the use of the entity you represent. Republication, distribution, or use of the Portal that is inconsistent with these Portal Terms of Use is strictly prohibited.

2.2 Termination. You may stop using the Portal at any time, except to the extent you agree otherwise in the use of particular services offered on a subscription, prepaid, or similar basis. YP has the unrestricted right to terminate, limit, or revoke your Portal access at any time for any reason, with or without notice. Following termination, you will not be permitted to use the Portal. If your access to the Portal is terminated, YP may exercise whatever means it deems necessary to prevent unauthorized access to the Portal, including but not limited to, technological barriers, IP mapping, and direct contact with your Internet service provider. These Portal Terms of Use will survive indefinitely unless and until YP chooses to terminate them or the Portal, 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 YP Services. Upon termination by YP of your ability to use of the Portal or any portion thereof, YP will refund any fees or charges paid applicable to the terminated services, solely to the extent such services or purchased YP Direct Products have not already been provided by YP.

2.3 Intellectual Property Rights.

Using the Portal 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 Portal, 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 these Portal Terms of Use, 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 Portal, without express permission from the owner or YP (as applicable). Using the Portal 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 Portal, without express permission from the owner.

Except as otherwise indicated, the Portal and all content on the Portal, including

text, graphics, logos, button icons, photos, images, forms, audio, video, questionnaires, and software, is the property of YP or its licensors and is protected by United States and international copyright laws.

The compilation of all content on the Portal is the exclusive property of YP and is protected by United States and international copyright laws. Unless specifically authorized in writing by YP, any use of these materials, or of any materials contributed to the Portal by entities other than YP on any other website or networked computer environment for any purpose is prohibited. Any rights not expressly granted by these Portal Terms of Use or any applicable agreements are reserved by YP. Content and features are subject to change or termination without notice at the sole discretion of YP.

You may not remove or alter any copyright or other notice (e.g. trademark, patent, etc.) contained in the information, content, or materials contained in the Portal without the prior written authorization of YP.

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 Portal and any materials or content made available to you in connection with your use of the Portal only as expressly permitted by these Portal Terms of Use and only in a manner that does not interfere with YP's right or ability to provide the Portal, or any third party's right or ability to use or enjoy the Portal. 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 Portal; (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 Portal; (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 Portal; (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 Portal (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 email address for any communications that you transmit from another location or through another service; (xi) link to or "frame" any YP site (including deep linking to a specific portion of any YP site) or overlay content on the Portal; (xii) conduct script searches or use search results of the Portal in a manner that results in the automated display of any material or other information on a third party website; (xiii) use the Portal 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 any YP Services, including those provided via the Portal; or (xiv) assist any third party in engaging in any activity prohibited by these Portal Terms of Use. Furthermore, you may not probe, scan, test the vulnerability of, or breach any security or authentication measures of the Portal, including the use of robots, spiders, scrapers, or other automated or manual means to copy or remove any content from the Portal. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Portal. YP reserves the right, but not the obligation, to monitor the Portal for the purpose of determining that your usage is in compliance with these Portal Terms of Use.

2.6 Changes. YP may change or discontinue the Portal or any of the Portal at any time without notice or liability to you or any third party.

3. **YP Privacy Policy.**

You agree that YP may collect, use, and share your information in accordance with the YP Privacy Policy (“**YP Privacy Policy**”).

4. **Content and Feedback.**

4.1 Your Content. Some of the services provided via the Portal allow you to submit or generate content to the Portal or associated sites (which, for clarity, shall not include content submitted for inclusion in YP Direct Products). If you submit or generate such 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 Portal, you grant YP (and its affiliates, distributors, and other agents 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 Portal or other YP Services (such as ways to improve the YP 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 Portal, and links to third-party sites. 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 Portal; (ii) undertake any obligation to review, screen, or investigate third parties who provide links to their sites (or the sites of other third parties) or the content of any such sites; 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, sites, or services. YP retains the right, in its sole discretion, to remove or disable any link to any third party site included as part of the Portal or terminate any linking functionality at any time, though the selection or inclusion of any such link or linking function does not act as an endorsement of any particular entity, product, opinion, claim, comment, or other information contained on such third party sites.

Some services within the Portal, including provision of YP Direct Products, may be provided by third-party service providers, and may be subject to additional and/or different terms of use and other contractual requirements, which shall govern the relationship between you and such third party service providers. We do not continuously evaluate, and we are not responsible for, any content, products, or services provided by these third-party service providers. The mention of specific products, processes, or services on the Portal does not constitute or imply a recommendation or endorsement by YP under any circumstances.

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 Portal 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 PORTAL ON AN “AS IS” AND “AS AVAILABLE” BASIS. YP DOES NOT REPRESENT OR WARRANT THAT THE PORTAL, ITS USE, AND ANY INFORMATION PROVIDED IN CONNECTION WITH THE PORTAL: (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 THESE PORTAL TERMS OF USE, 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 PORTAL 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 PORTAL.
- 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 PORTAL, 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 PORTAL.
- 5.3 LIMITATION OF LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF YP ARISING FROM, RELATING TO, OR IN CONNECTION WITH THESE PORTAL TERMS OF USE OR THE PORTAL EXCEED THE GREATER OF: (I) AMOUNTS THAT YOU PAID YP FOR YOUR USE OF THE PORTAL; (II) \$50; OR (III) WITH RESPECT TO ANY ASPECT OF THE PORTAL THAT IS 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 these Portal Terms of Use or (ii) arising from, related to, or connected with your use of the Portal. If you are obligated to provide indemnification pursuant to this provision, YP may, in its sole 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 these Portal Terms of Use or the Portal, 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 YP Services are subject to different dispute resolution provisions, which are provided for in the terms applicable to such YP Services; or (3) any dispute may, at the option of the claiming party, be resolved in small claims court in Atlanta, Georgia; provided, that all claims by all parties in the dispute fall within the jurisdiction of the small claims court; however, any such claim must first be submitted through the informal resolution process 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 these Portal Terms of Use 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 Portal, 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 Portal, 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 any failure to perform under these Portal Terms of Use resulting from, whether directly or indirectly, any event beyond its reasonable control, including, but not limited to, acts of nature, internet failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, Acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

8. **General.**

8.1 These Portal Terms of Use and the governance, enforcement, and performance hereof will be governed, construed and applied in all respects by the laws of the State of Georgia without regard to any provision governing conflicts of law. Except as otherwise provided in Section 6.1 herein, the exclusive venue for any dispute relating to this agreement shall be the courts of competent jurisdiction located in Fulton County, Georgia. You and YP both consent to the personal jurisdiction of such courts.

8.2 These Portal Terms of Use (which includes all documents referenced above) supersedes all prior and contemporaneous agreements and understandings between you and YP relating to the Portal or YP Services.

8.3 You may not transfer your rights or obligations under these Portal Terms of Use without the prior written consent of YP. YP may assign its rights and obligations under these Portal Terms of Use, in whole or in part, at its sole discretion. These Portal Terms of Use will be binding upon the successors and permitted assigns of you and YP. These Portal Terms of Use does not create any third party beneficiary rights.

8.4 These Portal Terms of Use will be interpreted as if equally drafted by YP and you.

8.5 A party's failure or delay in exercising any right, power or privilege under these Portal Terms of Use 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 these Portal Terms of Use.

8.6 You agree that no joint venture, partnership, employment or agency relationship exists between you and YP as a result of your use of the Portal or your agreement to these Portal Terms of Use.

8.7 The invalidity or unenforceability of any provision of these Portal Terms of Use will not affect the validity or enforceability of any other provision of these Portal Terms of Use, 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. **Security.**

9.1 The Portal uses encryption technology, and we often review our security practices to help ensure that your data is maintained securely. However, no system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information sent to us. Moreover, when you transmit information via the internet, your information will be transmitted over a medium that is beyond our control, and therefore the security of the transmission may be compromised before it reaches us. Accordingly, YP makes no guarantee as to confidentiality or security. In addition, YOU HEREBY EXPRESSLY AND SOLELY ASSUME THE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH YOUR USE OF THE PORTAL.

9.2 You understand that you are responsible to ensure that you and your computer has protections against viruses, malware, spyware, Trojan horses, and other types of problematic computer cookies, downloads, or software. YP cannot guarantee that your use of the Portal will be free of such problems. By using the Portal you agree that you will hold harmless, indemnify, and covenant not to sue YP for any damage to your computer, laptop, software, or other computer system resulting from your access to or use of the Portal.

10. **Acceptance and Payment.**

10.1 You shall submit orders for YP Direct Products either via your advertising agreement with YP or by using the mechanism via the Portal provided by YP for such purpose (each an "**Order**"). Upon receipt of an Order, YP will endeavor to send an email confirmation of such Order to the ordering person or entity. The receipt of such email confirmation by you does not constitute the acceptance of an Order or a confirmation that the requested YP Direct Products will be provided in connection with such Order. No obligation to provide YP Direct Products exists between you and YP until (i) you have completed all necessary measures to submit an Order and provide all necessary information for fulfilment of your YP Direct Products; (ii) YP has received payment for all charges and fees for YP Direct Products due and owing and, if applicable, (iii) YP exercises the authorization to charge your credit card and the charge is validated and accepted by your credit card company.

10.2 You agree to pay all applicable fees and charges, including all applicable taxes, as they become due and in accordance with these Portal Terms of Use and the

Electronic Commerce Terms [Link]. You hereby agree that YP may withhold provision of any YP Direct Products at its discretion until all outstanding charges and fees are paid. In the event of a conflict between these Portal Terms of Use and the Electronic Commerce Terms, these Portal Terms of Use shall control.

- 10.3 Should YP, for any reason whatsoever, fail to provide the YP Direct Products specified in an Order after acceptance of such Order pursuant to Section 10.1, YP may, at its exclusive option, choose to refund the portion of the fees applicable to that portion of such Order YP has not provided. In the event that YP elects to make such a refund, such refund shall be your sole remedy with respect to any such failure.

11. YP Direct Products and Fulfilment.

- 11.1 Your purchase of YP Direct Products is subject to the YP General Terms & Conditions, the YP Service Terms and the other Supplemental Agreements.
- 11.2 Information for requested YP Direct Products must be submitted in the format mandated by YP, who shall bear no liability whatsoever for the content of such YP Direct Product. Failure to submit necessary information in the required format may result in significant delays in fulfillment of the YP Direct Products and you agree that you will remain liable for full payment of all amounts associated with your Order notwithstanding any delays caused by such failures.
- 11.2 YP reserves the right to reject any Order that it deems unsuitable or that does not meet all applicable policies and standards provided on the Portal. You acknowledge and agree that any requested YP Direct Product is subject to any and all applicable policies and guidelines in effect at the time an Order is submitted, including the Supplemental Agreements enumerated in Section 1.3 of these Portal Terms of Use, the content of which may be modified or changed from time to time at YP's sole discretion. If you fail to comply with the guidelines and policies, YP may reject the subject Order at its sole discretion.
- 11.3 You are solely responsible for the content of any YP Direct Product you order and you shall exercise caution, discretion, and judgment in using the services provided via the Portal. You hereby warrant and represent that you have all necessary rights to use, publish, reproduce, distribute, display publicly, promote, resize, rearrange, modify and create derivative works of any intellectual property provided by you for inclusion in any YP Direct Product. You hereby certify that any YP Direct Products requested by you shall not violate or infringe upon the rights of any third party, including, without limitation, copyright, patent, trademark, privacy, civil, or other personal or proprietary rights, or contain any false, intentionally misleading, libelous, defamatory, or otherwise unlawful statements or any content of an adult or obscene nature.
- 11.4 YP has 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 submitted by you or any Direct Advertiser for use in any YP Direct Product. You will be solely liable to any third party claimant with respect to any content submitted by you for use in any YP Direct Product.

12. **Contacts.**

By providing your email address, you agree that YP may send emails to you related to the Portal. 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

When you visit the Portal or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Portal. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

For more information about your options concerning how we communicate with you, please see our [Communications Policy](#).

13. **YP.**

YP means: (i) within areas where YP Real Yellow Pages and/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 email;
 - (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 soliciting 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 email 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

Fax to: (818) 241-1002, Attn: DMCA Complaints

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 YP 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
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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 whenever 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.

Data Access Terms / End User License Agreement

THE USE OF OR ACCESS TO CONSUMER CONTRACT INFORMATION (IN THE FORM OF CONTACT LISTS OR OTHERWISE, ALL OF WHICH IS REFERRED TO HEREIN AS THE DATA), SHALL BE SUBJECT TO THE FOLLOWING ADDITIONAL TERMS, WHICH SHALL BE SUPPLEMENTAL TO AND 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.

- a. *Use of Data.* You acknowledge that the data and all related lists shall at all times remain the intellectual property of the data supplier (and its licensors) and You do not have any proprietary rights therein. Data is for list rental purposes only and, unless otherwise specified, is for one-time use only. Data furnished to You will be used in connection with Your own marketing programs, and for no other purpose. Data ordered by You will be used for direct marketing purposes only. With respect to data provided to You as part of list-enhancement services (i.e., adding or scrubbing data fields for individuals/companies already in Your existing database), You may use such additional data for any marketing purpose for which You customarily use such database. In any event, copies of any database information or database list will not be sold, conveyed or otherwise transferred to other parties and You will not use the data in connection with the preparation, publication, cleaning or maintenance of any directory of any nature, or posting on the Internet.
- b. *General Restrictions:* You may not use any data provided hereunder to advertise, sell, or exchange any products or services that involve sexual paraphernalia; illegal drug paraphernalia; pornographic materials; illegal weapons; credit repair services or other illegal or illicit activities. You will not use the data in connection with individual credit, employment or insurance applications. You shall not (i) resell, license, or otherwise provide or disclose the data to any third party; (ii) copy or otherwise reproduce any data, except as necessary for backup or security purposes; (iii) attempt to discover or reverse engineer any confidential and proprietary criteria developed or used by the data supplier in the compilation of the data; (iv) merge or incorporate the data with any third party file without the data supplier's prior written consent; (v) use the data to develop, publish or maintain any directory, or other similar product; (vi) use the data in any marketing communication that refers to selection criteria or presumed knowledge about the intended recipient of such solicitation or the source of recipient's name, address or telephone number; or (vii) permit access to the data to individuals incarcerated in prisons or correctional institutions.

- c. *Do Not Call Registries:* U.S. Federal government, certain states and self-regulatory bodies may each have restrictions on email marketing activities. Due to the varying publication dates of such notices, the data supplier disclaims any warranty, express or implied, that the email addresses of all such subscribers have been identified on or deleted from the list ordered by or for You. You understand and warrant that You will comply with the rules relating to any Do-Not-Call Registry (“DNC Registry”) promulgated by federal, state or self-regulatory bodies, specifically including those rules that:
1. Require all sellers who initiate, or cause a telemarketer to initiate, an outbound telephone call that is not otherwise exempt to pay the appropriate fees for any DNC Registry,
 2. Require all telemarketers who initiate an outbound telephone call that is not otherwise exempt on behalf of a seller to ensure that the seller has paid all appropriate fees for any DNC Registry, and
 3. Require any company performing DNC list scrubbing on behalf of a seller to ensure that it is scrubbing the calling lists against that seller’s and only that seller’s version of the DNC list.

You certify under the penalty of law that you will use the information gathered from any DNC Registry solely to comply with the provisions of any regulatory or self-regulatory body or otherwise to prevent telephone calls to telephone numbers on the registry.

- d. *Compliance with Laws and Guidelines:* You will use the data strictly in accordance with the terms of this End User License Agreement. You will not use the data in violation of any federal, state, or local law, rules or regulation or for any unlawful purpose, and you will comply with the Direct Marketing Association’s Guidelines for Ethical Business Practices (<http://www.the-dma.org/guidelines/index.shtml>) and other applicable industry guidelines, and in a manner which protects privacy and confidentiality. You agree to comply with both federal and state laws concerning the transmission of facsimiles. You understand that it is a violation of both federal and state law to transmit an unsolicited advertisement by facsimile machine. Any person violating such laws may be subject to civil and criminal penalties, which may exceed \$500 for each transmission of any unsolicited facsimile. You should establish a prior business relationship with each prospect before sending them a facsimile. Any communication(s) shall comply with all applicable privacy and data protection laws, rules and regulations.
- e. *Customer Opt-Outs:* You agree to promptly honor all requests from individuals to unsubscribe or opt out of receiving direct marketing solicitations. With respect to all e-mails You send utilizing the data or the services hereunder, You agree to provide a *clear and conspicuous* notice of opportunity, and functioning e-mail address or other internet based mechanism, for individuals to decline to receive further commercial e-mail messages from You. You must also provide a physical or post office box address for those recipients wishing to opt out through that channel. You agree to honor any and all opt out requests from such URLs/emails by adding requested email addresses to their suppression or Do Not Email files as defined by CAN-SPAM requirements. Even if an individual recipient’s contact information appears in data provided to You hereunder, You agree not to communicate with such recipient if you have already received an opt-out election from such recipient.
- f. *E-Mail Content:* You shall include the mailer’s name in the “from” line of all e-mails. You may not use false, misleading or deceptive header, transmission or subject headings. No content distributed using the data or services hereunder may: (i) violate any applicable law or regulation; or (ii) contain material that is threatening, hateful, or racially or ethnically objectionable; or (iii)

infringe the rights of any third party. Supplier reserves the right to reject any subject line it feels does not comply with these requirements.

- g. FCRA Restrictions:* You shall not use the data for credit granting, credit monitoring, account review, collection, insurance underwriting, employment or any other purpose covered by the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq (“FCRA”)), Federal Trade Commission interpretations of the FCRA, and similar state statutes. If You breach this provision, or if a court or regulatory agency of competent jurisdiction determines that such use of the data is subject to the FCRA, the data supplier may immediately terminate this agreement by written notice to You without any cost, obligation or liability and pursue any other legal and equitable remedies to which the data supplier may be entitled.
- h. Mortgage-Realty Data:* Should the data include mortgage and/or realty information provided hereunder by the data supplier to You (“Realty Data”), You shall comply with the following restrictions for the provision of such Realty Data: (i) the Realty Data may only be used for direct marketing applications or internal marketing management purposes; (ii) the Realty Data may not be used to develop any stand-alone property valuation tool; and (iii) the Realty Data may not be used in any product or service intended to provide ownership and real estate information to participants involved in real estate commerce. For the avoidance of doubt, “participants involved in real estate commerce” is understood to mean parties involved in underwriting, servicing, title policy preparation, or any other application that is related to facilitating real estate commerce and the mortgage lending process.
- i. Security:* You shall use administrative, technical and physical safeguards appropriate to protect the integrity and to protect against unauthorized use, disclosure, access or transfer of the data. You agree to immediately report to the data supplier any incident of unauthorized use, disclosure, access or transfer of the data.
- j. Copy Review:* Should the data include “sensitive data elements,” the data supplier shall provide You with templates that adhere to the guidelines and requirements on acceptable copy for using “sensitive data elements.” You shall implement these templates whenever “sensitive data elements” are used. For the purposes of this End User Terms license agreement, the “sensitive data element” is: New Parent Data and any other data identified by the data supplier as sensitive. If you elect to deviate from the templates, you must submit your materials for review and obtain written approval by the data supplier and its licensors prior to any dissemination thereof.
- k. Indemnification:* You agree to defend, indemnify and hold harmless the data supplier (and its licensors) from any and all third party claims arising from: (i) Your breach of clauses (a)-(j) above; (ii) Your violation of any applicable laws; (iii) Your use of the data provided hereunder in contravention of the terms hereof and of your Advertising Agreement; (iv) any fraud, negligence, or willful misconduct in connection with use of the data provided hereunder); and (v) any content you distribute using the data or services.
- l. Termination:* This End User License Agreement is effective until terminated. You may terminate this agreement at any time by destroying the data and related documentation and all copies thereof. This agreement will terminate immediately without notice from the data supplier if You fail to comply with any provision of this license agreement and fail to cure within thirty (30) days of written notice thereof. Upon termination, You must destroy the data and related documentation and all copies thereof.

- m. E-Mail Services:* To the extent that e-mail marketing services are procured under this agreement, the data supplier (and its contractors) shall deliver Your advertisements via e-mail to members of the applicable data list. You hereby grant the data supplier a non-exclusive, worldwide license to copy and distribute the applicable e-mails and content through the service. The data supplier's tracking reporting shall be the sole and definitive tool used to measure the delivery of e-mails through the service pursuant to this agreement. No other measurement or usage statistics (including those of Your third party ad servers) shall be accepted by the data supplier. The data supplier sends an overage quantity to guarantee delivered quantity is a minimum of 90% of ordered quantity. All orders are invoiced for full order quantity unless delivery falls below 90%, at which actual delivered quantity will be invoiced. The data supplier does not recommend usage of email creative comprised solely or primarily of image files. In the event You elect to use this type of creative, You understand and agree that the data supplier shall not be held liable for delivery or blocking issues and that no makegoods, reblasts, credits or refunds will be issued.
- n. Customer Data:* You are responsible for all activity that occurs within Your account(s). You shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Application Services, and notify YPdirect promptly of any such unauthorized access or use; and (c) comply with all applicable local, state, federal and foreign laws in using the Application Services, including without limitation the CAN-SPAM Act. You shall not upload to, or store within, the Application Services (and Customer Data shall not contain) any Non-Public Personal Information. You understand and acknowledge that: (i) YPdirect, in its reasonable discretion, may refuse to distribute any message content that YPdirect reasonably believes is defamatory, infringing, or otherwise unlawful; and (ii) YPdirect, in its reasonable discretion, may refuse to distribute any email to any recipient that YPdirect reasonably believes has not granted permission (or otherwise "opted-in") to You to send such message(s) or that YPdirect reasonably believes is unlawful.