

**TERMS AND CONDITIONS OF CONTRACT  
(For Print and Online Directory Advertising)**

1. These Terms and Conditions are incorporated into, and are a part of, the Advertising Contract. Accordingly, as used herein, the term "this Contract" includes (i) the document titled "Advertising Contract" and (ii) these Terms and Conditions. If this Contract is for a specialty item, it also includes the terms of the accompanying addendum. "We," "our" or "us" means AGI Publishing, Inc. dba Valley Yellow Pages. "You" or "your" means the person or other legal entity shown after "Advertiser." "Advertisement" means all items included in this Contract to appear in our publications (print and online if purchased). You authorize us to order a credit report on you. We may periodically review your credit prior to publication. We reserve the right to request full payment in advance of publication or to terminate this Contract if we, in good faith, determine you do not meet our credit criteria. This Contract is not binding upon us until accepted by our management, which may be conditional. Acceptance may be evidenced by the appearance of the advertising covered by this Contract in the directory. If, for any reason, we do not publish the directory, this Contract will be void.
2. We may change the name, appearance, and/or content of the print directory, as well as the distribution area of the print directory. We may also change the name, appearance, content, and/or functionality of the online version of our directories. Such changes will not constitute a breach of this Contract. This directory will not contain residential white pages listings.
3. We may, at any time, reject or alter any advertisement which we, in our sole discretion, determine violates our rules concerning acceptable advertising matter, or that we otherwise, in our sole discretion, deem inappropriate. If we (or another party on our behalf) create or supply any artwork, illustrations, photographs, text or other content for your advertising, we retain ownership of copyrights and all other intellectual property interests in such materials.
4. Your payment obligations are not contingent upon your receipt or approval of an artwork proof prior to publication. In addition, no specific position for any advertisement is guaranteed. We may place advertisements in any position, either on the page that includes the relevant heading, or on any page opposite thereto. We may print under any heading such matter as, in our judgment, is necessary or appropriate. You must provide us with advertising copy in a timely manner. If you fail to do so in a timely manner, as determined by us, we may publish solely your firm name, address and telephone number. In such event, your payment obligations will remain the same. Any co-op advertising arrangement is between you and the manufacturer, distributor, etc. Failure to receive any co-op reimbursement does not relieve you of your financial obligations to us.
5. You agree to pay us or our agent all monthly amounts due according to the payment schedule on this Contract. Except as otherwise provided in this Contract, your liability to us arises only as time goes by and monthly payments become due. We incur substantial costs and expenses prior to publication and your failure to make timely payments subjects us to substantial losses. You agree that time is of the essence in your payment, and that you will pay strictly in accordance with the payment schedule. It is also agreed that if you are late with a payment, it would be extremely difficult or impractical to fix actual damages resulting from the late payment; therefore, you agree to pay us a late charge of \$20.00 for the cost of administering the late payment for each month you are late. In addition, interest of 1.65% per month (19.8% Annual Percentage Rate) or the highest rate allowed by law will be charged on all past due principal amounts. Notwithstanding the foregoing, and subject to the requirements stated below, if your telephone service for all telephone numbers shown in your advertisement is terminated and you stop conducting business in the directory distribution area, you will no longer be obligated for any monthly amounts that would otherwise become due, beginning with the next month after such events occurred. In order to be relieved of any such obligations that would otherwise become due, you must notify us in writing within 60 days after you stop conducting business within the directory distribution area, and you must provide us with a copy of your final phone bill and any other documentation we may

request. Written notice must be delivered to: Valley Yellow Pages; Attn: Accounts Receivable; 1850 N. Gateway Blvd., Fresno, CA 93727. The sale of your business, however, will not relieve you from any obligations to pay monthly amounts as they become due.

6. If you breach this Contract, we may declare all amounts that may become due under this Contract immediately due and payable without notice to you. We may also refer you to collection and credit reporting agencies. In any legal action to collect amounts owing to us under this Contract, the prevailing party will be entitled to reasonable attorneys' fees, court and/or arbitration costs (including the fees of the arbitrator) and costs of collections, in addition to any other relief awarded.
7. California substantive law governs this Contract without regard to the conflict of laws provisions. This Contract will be performed in Fresno County, CA. Venue for any legal disputes will be in Fresno County, CA. Both parties waive any rights to participate in any class or representative legal action related to this Contract, and waive any rights to a jury trial.
8. Any waiver of our rights under this Contract must be in writing and will not constitute a waiver of any similar or future rights. Our acceptance of partial or delinquent payments or our failure to exercise any right to late charges will not be considered a waiver of any rights herein. We may terminate this Contract at any time as to any forthcoming publication if there are any delinquent bills outstanding for any advertisement in any of our publications ordered by you, acting in any capacity, or which advertisement promoted you or any person included in the advertisement which is the subject of this Contract. Additionally, we may apply any payment made by you to any past due debt then owed by you to us whether under this Contract or otherwise. You waive the provisions of the Civil and Commercial Codes relating to accord and satisfaction. No acceptance of any payment or any instrument marked with any restricted covenant or other limited or conditional endorsement will be deemed a waiver of our rights under this Contract. You agree to a \$25.00 charge added to all returned checks.
9. You agree to indemnify, defend and hold us and any of our shareholders, directors, officers, employees, agents, representatives and assigns harmless from and against all claims, demands, damages, losses, expenses, costs of defense, attorneys' fees, and liabilities arising out of or in any way caused by or connected with this Contract or the publication of your advertising. You also represent and warrant that any advertising content you supply to us does not violate any copyrights, or trademark, service mark, or trade name rights of any third party, and that your advertising contains only matters which are truthful, lawful, and authorized for use, and contains no matter which is misleading or which will be libelous or injurious if published. Any legal defense provided by you to us under this paragraph shall be performed by counsel satisfactory to us.
10. This Contract applies only to the next issue of our directory for the designated directory area (including the online version if purchased). The issue life of a directory is generally 12 months, beginning with the initial delivery of the directory. The actual life of a directory may vary, in which case the amounts due will be the monthly charges for the actual number of months of the directory's issue life.
11. We will use commercially reasonable efforts to cause the print directory to be distributed in the directory area. We do not warrant the manner, timing, or extent of distribution, each of which shall be in our sole discretion. We do not warrant the number or percentage of businesses or residents that will receive the directory or that will use either the print or online version of the directory. Any print quantities represented by us are an estimate and may vary from the actual quantity distributed. We honor opt-out requests from individuals and businesses who do not wish to receive the directories. We may also use targeted distribution to heavier directory users and therefore may not distribute the directories to all households within the directory area. For multi-tenant facilities, we may determine the number of directories to distribute based on our assessment of tenant demand. The initial delivery of directories may begin in the month of the first billing date for a directory, or in the month immediately before or immediately after that month, unless otherwise specified. Distribution is not instantaneous, and therefore we may continue the initial distribution of directories beyond the

initial distribution month. For directories publishing in February 2014 or earlier, after initial distribution, we will continue to deliver directories during the directory's issue life to new residents and new businesses in the area. For directories publishing in March 2014 or later, after initial distribution, we will not deliver to new residents and new business during the issue life except upon request, as follows. During the issue life, we will use commercially reasonable efforts to fulfill reasonable requests for a directory from residents or businesses in the directory area. **We shall not be liable for delays in publication or distribution or changes in the anticipated number of directories to be published or distributed.**

12. We may sell, assign or transfer our rights and obligations under this Contract (or any portion thereof) to any person or entity at any time.

13. This Contract is the entire and final agreement between you and us. We are not bound by any agreement, representation or understanding not expressed herein. This Contract may not be assigned by you to another person or entity. Except as otherwise provided in the paragraphs above, this Contract may only be modified or cancelled by written agreement signed by both parties. Any request for modification or cancellation by you must be in writing and sent by certified mail, return receipt requested to: Valley Yellow Pages, Attn: Customer Service Department; 1850 N. Gateway Blvd., Fresno, CA 93727. Requests received after the close of our sales campaign will not be considered. If any part of this Contract is held to be unenforceable, the enforceability of the remainder of this Contract shall not be impaired.

### **LIMITATION OF LIABILITY**

14. Our liability for any cause of action arising out of or related to this Contract, including for errors or omissions by us, will be limited to a pro rata adjustment of advertising charges in the same proportion that the effectiveness of your advertisement has been reduced. If the effectiveness of your advertisement has not been reduced, then we will not be liable for any such cause of action. In no event will we be liable for any loss of your business, revenues or profits, your cost of other forms of advertising, or special, consequential, indirect or punitive damages of any nature. No refund by us to you will exceed the original cost of the advertisement. The foregoing provisions apply to the full extent permitted by law, regardless of whether your claim is based on contract, tort, statute, regulation, or otherwise. The recovery allowed herein constitutes our sole liability to you and your exclusive remedy against us in the event of such error, omission, or other breach of duty to you. However, if you do not desire to waive such claim for loss or damages, you may negotiate to pay additional charges upon contract signing, with our President's written approval, so that our liability will not be limited as stated herein. These additional charges will be based on the type of business, the monthly bill, and other factors of risk. If you are interested in obtaining additional information about this option, you must call our customer service manager at 800-350-8887. Whether or not additional charges are paid, all claims based on any errors or omissions to advertising must be made during the 12 month period following initial delivery of the directory in which the advertisement appears or was to have appeared. If more than one directory is involved, the claim period shall be calculated separately for each directory. All claims not made within this time period are waived and may not be asserted in any lawsuit or arbitration proceeding. For the purposes of this paragraph 14, "we," "our," and "us" also includes our employees, officers, directors and agents.

### **BINDING ARBITRATION**

15. You and we agree to binding arbitration of all disputes, claims or controversies between you and we, except as set forth in this paragraph 15. For purposes of this paragraph 15, "we," "our," and "us" also includes our employees, officers, directors and agents. For purposes of this paragraph 15, "you" or "your" also includes your employees, officers, directors, agents, partners, shareholders, members, heirs, executors and assigns. This arbitration agreement includes any dispute, claim or controversy arising out of or relating to any aspect of the relationship between you and we, whether based in contract, tort, statute, regulation, fraud, misrepresentation or any other legal theory, including but not limited to, any provision of this Contract or the performance or breach of this Contract, and including but not limited to, all disputes, claims or controversies that arose before this

Contract or any prior agreement, or which may hereafter arise, and claims that may arise after the termination of this Contract. This arbitration agreement shall survive the termination of this Contract. Either you or we may initiate arbitration by sending to the other, by certified mail, a written demand for arbitration (the "Demand"). If you initiate arbitration, the Demand must be sent to Valley Yellow Pages, 1850 N. Gateway Boulevard, Fresno, California 93727, Attention: Legal Department. If we initiate arbitration, the Demand must be sent to you at the address listed for Advertiser in the Advertising Contract. The Demand must describe the nature and basis of the dispute, claim or controversy and set forth the relief sought. Any dispute, claim or controversy shall be resolved by binding arbitration before a single arbitrator administered by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules then in effect, as modified by this Contract. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by telephoning (800) 778-7879. The arbitration shall take place in Fresno, California. If the claim is for Ten Thousand Dollars (\$10,000) or less, you may choose whether the arbitration shall be conducted solely based on documents submitted to the arbitrator, through a telephonic or videoconference hearing, or by an in-person hearing. Each party shall bear its own filing, administrative and arbitrator fees and costs. The decision of the arbitrator shall be binding and conclusive on all parties, and there shall be no right of appeal therefrom, and judgment may be entered upon the decision of the arbitrator by any court of competent jurisdiction. The arbitrator must follow this Contract. You recognize that, in agreeing to arbitration, among other differences, there is no judge or jury in arbitration, discovery is more limited than in court, and court review of an arbitration decision is limited. **You and we agree that any dispute, claim or controversy may be conducted only on an individual basis and not on a class, consolidated or representative basis;** neither you nor we shall be a member in a class, consolidated or representative proceeding; and the arbitrator is only authorized to award relief on an individual basis. We do not consent to class, consolidated or representative arbitration. **You may choose to pursue your dispute, claim or controversy in court and not by arbitration if you opt out of this arbitration agreement within the "Opt-Out Deadline".** The Opt-Out Deadline is thirty (30) days from the date on which the earlier of the following occurs or has occurred: (i) the date on which you sign the Advertising Contract, or (ii) the date on which you signed any agreement with us containing a substantially identical arbitration agreement. You may opt out by, within the Opt-Out Deadline, by sending a written notice by certified mail to Valley Yellow Pages, 1850 N. Gateway Boulevard, Fresno, California 93727, Attention: Legal Department indicating that you wish to opt out of arbitration. This arbitration agreement shall be specifically enforceable by the parties.