

GUARANTEED CLICKS

This Section sets forth the terms and conditions of your use of our Guaranteed Clicks services (the "Services").

1. Advertiser Information, Materials and Products. In conjunction with the Services, you shall provide Web.com with true, accurate and current information for placements, listings or advertising made in online Yellow Pages, search services, directories or other Internet services hereunder (the "Listings"). You certifies that it has the legal right to use all information, names, trademarks and search terms (collectively, "Advertiser Content") it provides or includes in its Listings. You understands and agrees that the Advertiser Content may be accessed and displayed on various Internet sites and services, and you hereby grant Web.com and the operators of such sites or services (the "Listing Services"), including those set forth in this Section, the right to market, display, reproduce (including compression and temporary storage), distribute, perform, transmit and promote the Advertiser Content together with any content or materials on any interactive site linked to the Advertiser Content or the Listings through the Listing Services.
2. You represent and warrant that in addition to the other representations and warranties set forth in the Agreement, you has all necessary rights and permissions to offer, sell and/or license the products and services you promote through the Listings and your website; and that the Listings, Advertiser Content, your website and your products and services (i) do not and will not violate the Agreement, or any other laws, rules or regulations, (ii) do not and will not violate or infringe any third party's trademark, copyright, patent, privacy, publicity or other rights, (iii) are not false, misleading, defamatory or threatening and are not likely to result in fraud, damage, injury or harm to any person, and (iv) are free of viruses, worms, trojan horses or other codes or programming that will delay, disrupt, interfere with, or damage websites, software, computers or networks or expropriate any data or information.
3. You acknowledge that the various Listing Services on which Listings appear may require compliance with certain policies and guidelines, and you shall access or obtain copies of the then-current versions of such policies and guidelines. You shall be responsible for ensuring that the Advertiser Content, Listings and your website will at all times comply with all applicable policies and guidelines, including the privacy policies, terms of service, and advertising guidelines of the Listing Services on which Listings appear. You acknowledge and agree that the Listing Services on which its Listings appear may refuse, remove or modify the Listings pursuant to such guidelines or policies.
4. Without limiting the foregoing, you will comply with all policies, requirements and guidelines of Listing Services that offer search features and listings and will not engage in any conduct or utilize any tactics prohibited by such Listing Services, including, without limitation, embedding clear images, listing irrelevant keywords to gain more traffic, adding adult content to its site, or tampering with meta tags. If, at any time, you violate the policies, requirements or guidelines of a Listing Service, then Web.com may at its option, in addition to the other rights and remedies set forth in the Agreement, terminate this Agreement without refund or any other obligation to you.
5. Web.com's obligations hereunder are limited to transmitting the Advertiser Content provided by you to the Listing Services as set forth herein in the form and manner specified by such entities. You acknowledge that Web.com does not produce, operate or transmit the Listing Services on which Listings may appear and that Web.com acts only as a sales representative or reseller of advertising inventory, search or listing services for the Listing Services. You agree that Web.com shall not be responsible for the appearance, position, display, removal, refusal or modification of the Listings by any Listing Service. Other than as expressly set forth herein, Web.com makes no representations or guarantees of any kind

regarding the position, effectiveness, level of impressions, click-throughs, customer response or other performance of any Listings.

6. Among its other rights and remedies set forth in the Agreement, Web.com may terminate the Agreement or suspend performance of its services in the event of (i) any termination or substantial modification of applicable products, services or features by the Listing Service, (ii) any failure by you to pay for the Services or (iii) any breach of the Agreement (including the Addendum, Services Agreement, Acceptable Use Policy, etc.) by you.

7. Listing Service Restrictions. You will comply with all policies, requirements and guidelines of the Listing Services (i.e., Google, Yahoo! Search, etc.) and will not engage in any conduct or utilize any tactics prohibited by such Listing Services, including, without limitation, embedding clear images, listing irrelevant keywords to gain more traffic, adding adult content to its site, or tampering with metatags. In addition to its other rights and remedies set forth in the Agreement, if, at any time, you violate the policies, requirements or guidelines of a Listing Service, then Web.com may, at its option, terminate the Agreement without refund or any other obligation to you.

8. Definitions.

A. Click Definition: "Click" means an Internet user clicking on a link to your Website in the Search Service's results listing for you, as counted by Web.com.

B. Lead Definition: A "Lead" means an action in the form of a phone call, email, form submission or other action as counted by Web.com, in its sole and absolute discretion, in order for an internet user to engage you about your products or services.

9. Payment. You shall pay Web.com the fees set forth for the program selected by you, during the term of the Agreement, at the beginning of each billing cycle, through your credit card or other mutually agreed payment mechanism. Unless another payment mechanism is mutually agreed upon by the Parties, you hereby authorize Web.com to charge your credit card account provided by you for the recurring payment amount and other charges incurred by you.

10. Web.com guarantees you will be delivered the number of clicks set forth in the selected Guaranteed Clicks program. In the event that you do not receive all clicks set forth in the selected program for a given billing period, then such undelivered clicks will be rolled over into the following billing period and will be added to the number of clicks being delivered to you in such billing period.

11. Rejection, Suspension and Termination. In addition to your other rights and remedies set forth in the Agreement, Web.com reserves the right to refuse Services to you for any reason at its sole discretion. If you breach any term of the Agreement, Web.com may, in its sole and exclusive discretion, suspend or terminate the Services immediately and without notice to you. In addition to your obligation to pay any applicable fees for the Services, Service fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Services fees that accrue during the period of suspension. UPON SUSPENSION OR TERMINATION, (i) YOU WILL LOSE ALL ACCESS TO YOUR LISTINGS AND PERFORMANCE SCORECARD; (ii) YOU WILL NOT BE PERMITTED TO TRANSFER THE YOUR LISTINGS TO ANOTHER SERVICE PROVIDER; AND (iii) YOU WILL RETAIN NO INTELLECTUAL PROPERTY RIGHTS IN THE LISTINGS.