PAID ADVERTISING SERVICES

The following additional terms and conditions shall apply to any and all purchases of Paid Advertising Service(s) ("Advertising Services") (as defined below), which may be part of the Online Marketing Services detailed above.

- 1. Description of the Service. The Advertising Services shall mean the services whereby Customers wishing to advertise and drive traffic to their Website(s), services or products, pay for advertisement listings (including targeted local advertising) and/or phone numbers to appear in the search results generated by Web.com and/or its search engine partners in response to a keyword search term and such advertising campaigns are managed, tracked and monitored via a platform that provides reports, lead and call tracking, and in some instances call recording for sales calls. Advertising Services include any advertising which may be categorized as Pay Per Click Services ("PPC Services"), Pay Per Impressions Services ("PPM Services"), Pay Per Action Services ("PPA Services"), and Pay Per Call Services. Advertisements managed through these Advertising Services may appear on any variety of media, including but not limited to Internet search engine results. Other media types include content networks such as online news or article sites and online video sites, as well as media such as mobile devices. Registering for Advertising Services does not in any way guarantee that all or any of the search terms ("keywords") submitted will be accepted by Web.com or a third party provider. Web.com reserves the right, at any time and from time to time to reject and/or remove any keywords submitted by Customers. As used in this agreement, the terms "Client", "Customer" and "You" mean you and the company or entity that you represent. You agree that Web.com may exchange information pertaining to your Advertising Services with third parties including, but not limited to search engines, in order for Web.com to deliver such services for you.
- 2. <u>Display of Advertisement and Landing Page</u>. Customer agrees, except where it is receiving Advertising Services under our PPC Optimizer services, that it shall work with Web.com on all of the text, images, video, audio and other data which Web.com will use to comprise the advertising creative that Customer intends to have displayed through the Advertising Services ("Advertisement") as well as any related landing page(s). All such references to landing pages in this Schedule shall also include customer built landing pages by Web.com. Customer hereby grants to Web.com a non-exclusive, royalty-free, worldwide right and license by all means and in any media to use, create, reproduce, distribute, modify for technical purposes, publicly perform, publicly display and digitally perform and render such Advertisement and any corresponding landing pages and all its constituent parts across the internet and to submit such Advertisement to search engines and local listing services. Customer agrees that it shall bear all responsibility and liability for any and all claims related to the Advertisement or copy, images, video, audio, data or text that relate to the Advertisement or landing page. Customer further agrees that Web.com shall have no liability for any and all claims that relate to any Advertisement, landing page or copy, images, video, audio, data or text that relate to the Advertisement or landing page. You are fully responsible for the landing page(s) or the redirect website which links to your advertisements.
- 3. Advertising Guidelines. Customer acknowledges and agrees that in order for Web.com to maintain the integrity of the Service and the Advertising Services, Customer is subject to this Schedule P to the Service Agreement. Web.com may, in its sole discretion, reject, cancel or remove at any time any Advertisement from the Advertising Services for any reason without prior notice to you. Web.com will not be liable in any way for any rejection, cancellation or removal of any Advertisement. Customer represents and warrants that: (a) it has all necessary authority to enter into this Agreement; (b) it has all necessary licenses, permits, clearances and/or rights to use the Advertisements; (c) it will comply with all applicable laws; (d) any use and display of the Advertisements shall not: (i) infringe or violate any patent, copyright, trademark, service mark, trade secret, or other intellectual property right of a third party, including any right of privacy or publicity; (ii) violate any federal, state or local laws or regulations or foreign laws; (iii)

contain material that is pornographic, obscene, defamatory, libelous, fraudulent, misleading, threatening, hateful, or racially or ethnically objectionable; (iv) be likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity, or (v) contain viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information.

- 4. Non-Refundable Setup Fee and Other Fees. Except for the PPC Optimizer service, for which there is no Set-up Fee or management fee, Web.com will charge Customer a non-refundable setup fee which may vary according to the Advertising Services purchased ("Set-up Fee") as well as a monthly management fee and a monthly budget. Such budget shall be determined by you. Web.com reserves the right to waive or discount the Set-up Fee in certain limited instances at Web.com's sole discretion. Any one-time service fees charged to your account and any initial deposit, the value of which will be credited to your account, are non-refundable. We will automatically bill your credit card, charge card, or debit card on file for each month of service in advance. All monthly accounts require a minimum of a three month commitment at sign-up. For Customers, that receive the PPC Optimizer services, the monthly subscription fee is non-refundable. Additionaly, for Customers that receive PPC Optimizer services, any "monthly budget" already deposited with Web.com is non-refundable.
- 5. <u>Cancellation; Termination</u>. Web.com may at any time terminate the Advertising Services, terminate this Agreement or cancel any Advertisement and/or landing page. Web.com will notify Customer by email of any such termination or cancellation which shall be effective immediately. Upon cancellation or termination Customer shall remain liable for any amounts due for as impressions, clicks, plays, and/or phone calls already delivered and for clicks on any Advertisements through the date of such cancellation or termination.

Should you desire to cancel Advertising Services, you must call Web.com at 877.438.8599 at least seven (7) business days prior to the renewal of your existing service. E-mail or any other forms of attempted cancellation are not valid. Cancellation of Advertising Services will occur within 48 hours of receipt of request. Cancellations may be subject to a cancellation fee. Cancellation requests made after renewal of the specific Advertising Service(s) will be valid only at the end of the then current 30-day billing cycle, at which time such Advertising Service(s) will be canceled. Upon cancellation of your Advertising Service(s), Web.com will not provide any refunds to you.

Notwithstanding the foregoing, Customer may terminate its PPC Optimizer services at any time. Customer must call Web.com customer service at 877.438.8599 in order to terminate PPC Optimizer services. E-mail or any other forms of attempted cancellation are not valid.

6. Prohibited Uses. Customer agrees not to: (i) generate fraudulent impressions of or fraudulent clicks on any advertisements on the Service, including but not limited to using robots or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search optimization services and/or software; (ii) advertise substances, services, products or materials that are illegal; (iii) violate any policy posted in the Acceptable Use Policy; (iv) fraudulently redirect end user including but not limited to unauthorized use of proprietary rights, copyrights, trademarks, or service marks in URLs, use of false or misleading URLs, use of "ghosting", "cloaking", and/or "doorway pages" methods; or (v) engage in any other illegal or fraudulent business practices. Web.com reserves the right to manually review all creative for quality and relevancy and reserves the right to refuse any Advertisement or landing page should Web.com or a Web.com affiliate determine it to be inappropriate or irrelevant for any reason whatsoever.

Advertising Services is not intended to assist You in engaging in unlawful or morally objectionable activities. Web.com's search engine partners reserve the right to refuse or remove any URL or web page from a search engine's index for any reason. Furthermore, Web.com explicitly reserves the right to refuse to sell to anybody and the right to terminate Your license or Your service if it comes to Web.com' attention that You are using the PPC Services to enable or otherwise enhance Your participation in objectionable activities, which include, but are not limited to, the following: spamming or churning; activities designed to undermine the validity and/or credibility of search engine results; activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United states and/or foreign territories in which You live or access the Internet; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism, inappropriate behavior and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; or activities designed to harm minors in any way.

Web.com reserves the right at its sole discretion to refuse to sell the Advertising Services for the following category of sites: pharmacy, gambling and adult sites as well as any other site that may be in violation of the law. Web.com Advertising Services only apply to English language Websites advertising on US based search engines.

You must have an active, operational and working Website for the Advertising Services. You agree that any URL or web page you submit using the Advertising Services must resolve to an operational web page and may not resolve to a DNS error, a 404 error or other error message. Your web page must be publicly accessible without the use of passwords or other access codes. Because of the spidering technology used in many search engines, your web pages must not reside on a secure server or use any spider blocking technology. The description of your web page must be relevant to the page content.

You represent and warrant that Your URL and/or web page(s) do not infringe the intellectual property rights of any third party. You further represent and warrant that Web.com, its search engine and directory partners, and each of them, have the right and license under any rights or interests You may have in Your URL and/or web page(s) to publicly perform, publicly display, and distribute any search listings generated by the PPC Services, and to copy, modify or manipulate the search listings as necessary to conform to search engine or local listing standards.

7. <u>Use of Service</u>. Customer agrees to pay all applicable charges under this Agreement, including any applicable taxes or charges imposed by any governmental entity. Where applicable for PPC Services or PPM Services or PPA Services, Customer acknowledges that Web.com may change the minimum pricing for bids on keywords or advertising inventory at any time. If Web.com, in its sole discretion, believes that your ability to pay timely is or becomes questionable, Web.com may require additional payment in advance, or may immediately stop serving and displaying your Advertisements and/or landing pages.

All requested URL links, search terms and descriptions are subject to Web.com' approval. Web.com reserves the right to reject, cancel or remove any URL link, search terms and descriptions at any time for any reason whatsoever.

You agree and understand that your use of the Advertising Services and related functionality, tools, platform and technology may be subject to latency, errors, technical issues, unavailability and incorrect data and information. Also the very nature of the Advertising Services are dependent on third party services, including, but not limited to Google® and Bing™ | Yahoo!® Search, for data and information and therefore some technical issues and data errors may be outside the control of Web.com. Therefore, You must agree to the terms and conditions applicable to You for Google® and Bing™ | Yahoo!®. You also

understand and accept that your use of the Advertising Services may not result in greater sales, leads and/or website traffic.

- 8. <u>Relevancy</u>. You may only submit search terms and descriptions to Web.com and the Advertising Services that are relevant to your Website(s) or to those web page(s) contained in your website(s). All search terms and descriptions submitted are subject to relevancy review by Web.com, and are subject to removal or rejection.
- 9. <u>Trademark Searches</u>. Due to the volume of search terms/keywords generated through the Advertising Services such as PPC Services, Web.com will not perform trademark searches on search terms/keywords that it recommends. Web.com reserves the right to remove or delete search terms/keywords in the event that a third party demonstrates to Web.com that a customer's use of a search term/keyword may infringe such third party's intellectual property rights. Web.com will also not perform trademark searches on Advertisements and on any landing pages that are created.
- 10. <u>Billing</u>. If your budget is used up on any given day, your campaign will be switched off until sufficient funds are provided for continued advertising. Because your PPC Services are managed and allocated at Web.com's discretion based upon an optimization strategy matching your business, you may not see your Advertisement appear on certain advertising networks or search engines at all times and your results may vary. Web.com activates billing for the PPC Services upon purchase. To receive ad clicks, you must have a live Website. Lack of a Website will not defer charges or fees for the PPC services.

For customers that receive PPC Optimizer services, it may take up to two (2) billing cycles to reconcile Your outstanding balance to Web.com. You explicitly agree that, even after termination of the PPC Optimizer services, Web.com shall have the right to bill You and You shall be obligated to pay any outstanding balance owed to Web.com for such services until such outstanding balance is fully satisfied.

- 11. Temporarily Pausing Your PPC Ad Campaign. PPC Services include an ongoing PPC advertising campaign that you and your Web.com account manager will work together to launch based on your business needs and available budget. During the course of your PPC advertising campaign, you may temporarily pause your campaign during which you will not be charged (1) a monthly management fee, or (2) your monthly budget amount. You must contact your Web.com PPC account manager to request to pause your PPC advertising campaign and confirm your request via email. If your campaign remains paused for more than thirty (30) days, Web.com reserves the right to terminate your PPC advertising campaign and account. At Web.com's sole discretion, Web.com may grant customer requests to pause a PPC advertising campaign for a period longer than thirty (30) days. You must reactivate your paused campaign by contacting your Web.com account manager. This section is not applicable to PPC Optimizer Services.
- 12. Reporting. From time to time, Web.com may make available for Customers who have purchased the Advertising Services certain reports regarding a number of items, including, but not limited to, your advertising campaigns, keywords, bids, clicks, conversions, advertisements, calls, budget allocations, return on investment for advertising campaigns, click thru rates, location of leads, etc. These reports may contain errors, omissions, inaccuracies and incomplete data and information. You agree that Web.com will use, when applicable, the Web.com's own metrics and analysis for tracking and calculating click prices delivered, applicable unit prices and all other traffic measurements and data for the Advertising Services. You understand and accept that any information and/or data provided by Web.com to you for your Advertising Services may be unavailable from time to time, may not be processed on a real-time basis and may be subject to the errors or latency of the internet, Web.com's and its third party partners' systems and search engines.

- 13. Feedback. Customer agrees to provide via email to Web.com approval of the keyword phrases list for the PPC Services. If feedback is not received by Web.com within a reasonable period of time (as determined by Web.com and indicated to you in the email), you agree that Web.com reserves the right to finalize recommended keywords and Web.com will not be held liable for any claims that may arise from the finalization of the keyword phrases or any additional costs required to extend the project timeline. You understand and agree that your failure to respond to the email that contains the recommended keyword phrase list is considered an approval of the recommended keyword phrase list thereby giving Web.com the authority to commence your advertising campaign(s) and all associated billing for the PPC Services. You agree that after the approval of the keyword phrases, Web.com reserves the right to restrict and/or reject subsequent changes to the keyword phrases by you during the term of the PPC Services. This section is not applicable to PPC Optimizer services.
- 14. <u>Calls</u>. You give Web.com and its partners the express authorization to track and record certain sales calls (the "Sales Call Recording Feature") that relate to your advertising campaign as a part of the Advertising Services. You expressly understand that since these sales calls may be recorded you will seek out and receive express written authorization to record these calls from your employees prior to enabling the Sales Call Recording Feature of the PPC Services. You further agree that you will maintain records of such express written authorization and keep those records for at least one year after the authorization is provided by your employees. You further agree to provide Web.com a copy of the signed authorization forms, if Web.com requests it from you. You agree to indemnify and hold Web.com, Web.com's employees and agents harmless from any and all claims with respect to the Sales Call Recording Feature. This section is not applicable to PPC Optimizer services.
- 15. <u>Landing Pages</u>. Upon purchase of a Landing Page package, you give Web.com express permission to create custom landing pages for your Website as a part of the Advertising Services and such landing pages may include some or all of the content on your existing Website along with links that relate to or are part of Advertisements. You further agree that Web.com may revise, edit or delete certain content in order to create a custom landing page as a part of the Advertising Services. In the creation of the custom landing pages, you understand that such custom landing pages may interact in different ways with third party functionality that relates to or resides on your Website including, but not limited to, SSL certificates and third party seals. In some instances the SSL certificate and/or third party seal(s) for a custom landing page may be suppressed and not shown in order for the custom landing page to resolve.