

**ADVERTISING GATEWAY, INC.'S TERMS AND CONDITIONS
BUSINESS PROFILE PAGE ADVERTISING APPLICATION**

PLEASE READ THE TERMS AND CONDITIONS BELOW CAREFULLY. IT IS IMPORTANT THAT YOU PRINT AND KEEP A COPY OF THESE TERMS AND CONDITIONS. BY CLICKING ON THE "I ACCEPT" BUTTON OR AGREEING VERBALLY TO THIS AGREEMENT, YOU AGREE THAT THESE TERMS AND CONDITIONS WILL GOVERN YOUR RIGHTS AND RESPONSIBILITIES REGARDING THE USE OF A RELEVANT YELLOW PROFILE PAGE AND LOCAL SEARCH MARKETING SERVICES. YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS DOES NOT OBLIGATE Advertising Gateway, INC. ("Advertising Gateway") TO PUBLISH OR GUARANTEE THE PLACEMENT OF SEARCH RESULTS WITH ANY ONLINE SEARCH SERVICE OR SEARCH ENGINE. Advertising Gateway MAY REJECT YOUR APPLICATION, IN WHOLE OR IN PART, IN ITS SOLE DISCRETION, FOR ANY REASON.

SECTION 1 - APPLICATION By clicking "I accept" or verbally agreeing to these terms, the user ("USER") indicates acceptance of these terms and conditions and requests Advertising Gateway to publish via a Profile Page ("Profile Page") with information provided by USER related to USER's business on various electronic media, including, without limitation, Advertising Gateway' Advertising Gateway Yellow service ("Electronic Listing"). Electronic Advertising may also incorporate data from USER's websites or other USER data items identified on this Application or submitted for use on a Profile Page, and any audio or video, or other web site related content, whether or not linked to or made a part of the Electronic Listing. The "Application Date" is the date the USER confirms acceptance of these terms and conditions and submits an order.

SECTION 2 - PAYMENT (a) Credit Approval. USER hereby authorizes Advertising Gateway to contact such third parties as Advertising Gateway deems appropriate (including not limited to any of USER's banks, creditors and any credit reporting agency) to verify any information provided by USER, or to obtain credit information regarding USER in connection with this Application. (b) Refunds and Credit Card Payments. Except as expressly set forth herein, all payments are non-refundable. If payment is made using a credit card, if there are any periodic charges for publication of a Profile Page, those charges may be billed automatically to a credit card provided by USER. USER may designate another credit card, if USER believes that someone has used its credit card or credit card number without authorization. Unless Advertising Gateway agrees to or requires other billing arrangements, publication charges will be automatically billed to the credit card USER designated during the application process. Advertising Gateway reserves the right to collect and send to collection agencies any outstanding balance due 30 days after the payment due date. (c) Term. The term of this agreement shall be month-to-month unless a longer contract term is selected via the Advertising Gateway Order Form, verbally when speaking with a Advertising Gateway employee/representative, or by selecting and confirming a product purchase online that specifies a different term.

SECTION 3 - CONTENT (a) Profile Page Advertising Copy. "Advertising Copy" means all content or other data including all text, graphics, illustrations, symbols, logos, names, addresses, trade names, trademarks, service marks, pictures, photographs, audio,

video, animation, or other likenesses, reproductions of real or fictitious persons (including minors), and written, visual or audible endorsements provided by USER and other content included on or linked to USER's on-line Profile Page, including any content submitted on-line by USER or any person(s) using its password(s) ("Authorized User(s)"). Advertising Gateway has the right in its sole discretion to change the wording, size, font or images associated with any of the Advertising Copy to conform it to Advertising Gateway' policies, procedures, standards or practices and or to the policies of any third parties upon whose site or network the Advertising Copy may be published on behalf of USER or Advertising Gateway. USER represents and warrants that it has the absolute and unrestricted right and authority to use, publish, reproduce, distribute, display publicly, promote, perform, resize, rearrange, modify and create derivative works from any and all Advertising Copy in any medium and in (or in connection with) any listing or advertisement published under this Application without the consent or authorization of any other person or entity. USER further represents and warrants that (i) it has the right to provide the Advertising Copy to Advertising Gateway and the authority to grant Advertising Gateway all rights afforded by these terms and conditions without the approval or authorization of any other person or entity; and (ii) the exercise of any such rights, licenses, or authorizations by Advertising Gateway or its sublicensees will not violate or infringe any copyright or other intellectual property right or privacy rights of any other person or entity. USER agrees to immediately notify Advertising Gateway in writing if any proceeding contesting such rights or delegation thereof is initiated by any third party.

(b) USER's Representations. USER represents and warrants that (i) all statements contained in the Advertising Copy are truthful and not misleading; (ii) that it is authorized to provide the services and products advertised; (iii) the Advertising Copy complies with all applicable laws and regulations; (iv) it has all of the applicable licenses and permits required to provide the goods and services offered in connection with the contemplated Electronic Advertising) in all of the geographic areas covered by the Listing; and (v) it will notify Advertising Gateway immediately if it becomes aware of any facts or circumstances indicating that any of the representations herein are, or become, untrue. USER understands and agrees that Advertising Gateway does not approve or endorse any product or service described in any advertising, and specifically consents to the publication by Advertising Gateway or its Affiliates of the advertising of any other person in any Listing at any time, although such advertising may compete with or be in direct or indirect competition with the products or services or USER.

(c) Advertising Gateway' Rights in Advertising Copy. If Advertising Gateway creates or supplies any Advertising Copy, USER agrees that: (i) USER is responsible for the content, but that Advertising Gateway retains all rights in and/or ownership of any such Advertising Copy and USER will not have any right therein except as expressly set forth in this Application; (ii) Advertising Gateway reserves the right to supply such Advertising Copy to other publishers; (iii) USER has no right to use advertising developed with content created or supplied by Advertising Gateway except in connection with this Application; and (iv) USER will not have the right to allow others to use such advertising or any such content. USER waives any and all rights of attribution and integrity and other statutory and common law rights of every kind relating to any Advertising Copy. It is USER's responsibility to review and request changes to any

Advertising Copy created or supplied by Advertising Gateway. USER understands and agrees that Advertising Gateway will own the compiled data it collects from USER, the copyright for all compiled Listings and all copyrighted portions of each Listing, and all rights associated therewith.

(d) Appearance. USER acknowledges that published advertising may be of a lower quality or otherwise differ from the original Advertising Copy or from electronic representations supplied by Advertising Gateway in clarity, color, contrast, focus, size and other features. USER releases Advertising Gateway from any liability for advertising of inferior quality produced from substandard Advertising Copy. USER acknowledges that the size, color, font, highlighting and arrangement of listing items in Electronic Advertising may be adjusted from that appearing in any sales collateral or copy sheet and from web page to web page, and that the associated listing's enhancements may be omitted (e.g., the listing may appear as a basic listing) as a result of a distribution intermediary's hardware, software or system limitations or browser settings or the manner in which the listing is transferred to any third party distribution intermediary prior to its display to the viewer or end user.

(e) Distribution. USER grants to Advertising Gateway the absolute, non-exclusive, irrevocable, royalty-free, unrestricted right, license and authority to: (i) use, reproduce, publish, publicly perform, display, distribute and prepare derivative works based upon any Advertising Copy, and any changes thereto that USER or its agents provide to Advertising Gateway hereunder, or that Advertising Gateway or its agents may otherwise develop or use hereunder, in whole or in part, in such manner, format, and media as Advertising Gateway may deem appropriate and for such purposes as it may see fit, subject to applicable law; and (ii) grant third parties the right, sublicense and authority to exercise all or any portion of the rights afforded Advertising Gateway and to further sublicense these rights, subject to such terms and conditions as Advertising Gateway may deem appropriate.

(f) USER's Obligation to Verify Information. USER understands that it is USER's obligation to verify that the data provided to Advertising Gateway on this Application accurately matches the information on file with USER's telephone company relating to USER's business telephone service account.

SECTION 4 – NO OBLIGATION TO PUBLISH USER understands that this Application is not a commitment by Advertising Gateway to publish or to have published by any search engine or other third party any advertising, or create an Electronic Listing or any portion thereof. Advertising Gateway will only be bound by this Application if and to the extent that Advertising Gateway publishes advertising. If Advertising Gateway fails to publish some advertising, USER's sole remedy shall be a refund of money previously paid for that portion of the advertising not published. Upon refund of money previously paid to Advertising Gateway, it shall have no further obligation to USER.

SECTION 5 - LOCATION OF ADVERTISEMENTS AND HEADINGS USERs agrees that (i) Advertising Gateway will determine all headings that will appear in the Listing and has the right to approve or reject USER's selection of a heading; (ii) Advertising Gateway does not guarantee that USER's advertising will appear under a specific heading or position within a heading in any Electronic Listing; (iii) Advertising Gateway does not guarantee that any advertising will appear at any specific place,

position, or location on the electronic directory page(s) or directory listings for the world wide web ("www"), or at a specific url address on the internet, or at a specific location within any other Electronic Listing, or that the url or keywords of any advertising will be placed with any particular search engine; and (iv) Headings are included only for the user's convenience, and Advertising Gateway does not warrant or guarantee that USER's listing under a given heading provides the service or product described in that heading or conforms to all applicable legal or regulatory requirements for providing that product or service.

SECTION 6 – PUBLICATION USER understands and agrees that Advertising Gateway cannot and does not guarantee the number of people who will view any Electronic Advertising. Accordingly, for the purposes of this Application, Advertising Gateway will be deemed to have published USER's Electronic Advertising if it includes USER's Profile Page in the Advertising GatewayYellow database or otherwise hosts the advertising so that it is accessible to Internet users or search engines through the Advertising GatewayYellow service in response to appropriate queries and searches. USER understands that Advertising Gateway may change the specifications of USER's Electronic Advertising at any time upon notice. In the event such change is material to USER's Electronic Advertising, notwithstanding anything to the contrary herein, USER may cancel its advertising as its sole remedy by providing Advertising Gateway with written notice immediately upon receipt of Advertising Gateway' notice of changes. Advertising Gateway may (but is not obligated to) make the Advertising GatewayYellow Electronic Listing available, in whole or in part, to end users through various search engines, applications, facilities, websites and web services, including without limitation (i) other websites owned and/or operated by Advertising Gateway; (ii) such additional sites as Advertising Gateway may directly or indirectly employ from time to time in its provision of such Electronic Listing to intermediaries and end users of other commercial applications, websites and web services, which are owned, hosted or provided by third parties to whom Advertising Gateway has agreed to provide such Electronic Listing services; and (iii) such other applications, media and communications channels and protocols of any kind, mechanisms and facilities as Advertising Gateway may employ in the provision and delivery of such Electronic Listing to end users.

SECTION 7 - CANCELLATION / SUSPENSION (a) In the event of cancellation of advertising by USER in accordance with the terms hereof, USER will remain liable for the payment of all charges incurred through the contract term. (b) Advertising Gateway may cancel any or all of advertising or temporarily and/or permanently suspend its provisioning of, or access to Electronic Advertising, in whole or in part, without prior notice at any time in its sole discretion for any reason, including without limitation, if Advertising Gateway concludes that: (i) USER is in breach of any term of this Application; or (ii) it determines that any advertising might be obscene or indecent, or otherwise objectionable or might violate a third party's intellectual property or is otherwise legally actionable.

SECTION 8 - LIMITATION OF LIABILITY USER understands that, except for its obligations to pay Advertising Gateway' damages under Section 9 hereto: (i) the total amount of damages that Advertising Gateway may recover from User related to this Application will not exceed the sum of the charges owed for the items of advertising at issue, plus late charges and other costs payable under Section 3; and (ii) Advertising

Gateway agrees to waive any claim for damages to the extent such damages exceed this amount. USER agrees: (i) that the total amount of damages that it may recover from Advertising Gateway related to this Application will not exceed the lesser of (a) the amount (as determined by Advertising Gateway) by which the value of the item of advertising at issue was decreased or (b) the sum of the charges USER has paid for the items of advertising at issue (the lesser amount being referred to as the "Liability Cap"); and (ii) to waive any claim for damages to the extent such damages exceed the Liability Cap. Advertising Gateway will have no liability for any error, omission, or default with regard to items for which no charge is assessed. The limitation of liability in this Section 8 will apply to the full extent permitted by law, and it will apply to any claim that USER may have against Advertising Gateway, any affiliate or agent of Advertising Gateway, any party that provides fulfillment or other services related to this Application, or any "Third Party Distribution Contractors." "Affiliate" means Advertising Gateway, any of its subsidiaries and/or any of its affiliates. "Third Party Distribution Contractors" means third parties for whom Advertising Gateway provides a co-branded or private-label directory or through whom Advertising Gateway otherwise provides its directory services. The claims covered by this limitation of liability include, but are not limited to: any claims based on contract violations, torts (including but not limited to negligence or strict liability) or any other legal or equitable ground; any claims for lost business revenues, profits or the cost of other forms of advertising; any claims based on any error or omission in USER's advertising; and any claims based on inaccessibility, interruptions, delays, defects, deletion of files or email, viruses or any failure of performance of Advertising Gateway. In no event will Advertising Gateway, any Affiliate or agent of Advertising Gateway, or any Third Party Distribution Contractor, be required to correct, or to give any special notice regarding, any error or omission in any Listing.

SECTION 9 - Advertising Gateway' DAMAGES To the full extent permitted by law, USER agrees to pay any expenses or damages incurred by Advertising Gateway, any Affiliate or agent of Advertising Gateway, any party that provides fulfillment or other services to Advertising Gateway related to this Application, and any Third Party Distribution Contractor, including all of its attorney's fees and expenses, which expenses or damages result from claims brought by other parties regarding (a) the publication of advertising as requested by this Application or in accordance with USER's Advertising Copy (or changes USER makes or requests thereto) or the content on or the operation of any website(s) included in USER's advertising or to which USER's advertising links; (b) any breach of any of USER's obligations, representations, warranties or covenants under this Application; (c) transactions initiated through any Electronic Advertising (including without limitation, any taxes or shipping and handling charges applied thereto); (d) payment processing services provided by any third party; or (e) any agreement or arrangement between USER and any third party (including without limitation any agreement(s) between USER and a third party payment processing company).

SECTION 10 - LINKS If USER's advertising contains links, it hereby: (i) grants to Advertising Gateway and its sublicensees a royalty-free unrestricted right and license to establish such links and to link users of its advertising to the website(s) designated in its advertising and to cause the link(s) to open new browser window(s) and publish the website(s) designated by such link(s) within such window within its advertising; and (ii)

represents and warrants that (a) it has the right and authority to grant the foregoing right and license and that the foregoing does not infringe on any copyright or any other right of any other person, and (b) all copy and content of all websites to which its advertising links complies in all respects with all applicable laws and regulations.

SECTION 11 - Advertising Gateway MAY ACT AS SALES AGENT USER understands and agrees that Advertising Gateway may be acting as a sales agent for another publisher. If Advertising Gateway is acting as a sales agent for another publisher, USER agrees that its contract is with Advertising Gateway and that Advertising Gateway will not be liable for any damages related to such advertising. In addition, USER agrees that, if it attempts to bring any claim against any entity related to such advertising, such entity will also be entitled to assert any defense that Advertising Gateway is provided in accordance with the terms and conditions this Application.

SECTION 12 - GENERAL DISCLAIMERS Advertising Gateway disclaims any obligations and warranties, whether express or implied, that are not expressly set forth in this Application, including without limitation (i) Advertising Gateway does not warrant that the advertising will be published without error or omission; (ii) Advertising Gateway disclaims any warranty of merchantability or fitness for a particular purpose; (iii) Advertising Gateway does not warrant the number of responses to USER's advertising, any other business benefit or the suitability of USER's advertising for any business purpose; (iv) Advertising Gateway may change the content, form or appearance of any Listing at anytime, including but not limited to removing, reducing or expanding business listings or sections; and (v) Advertising Gateway may also change the geographic area or areas covered by the listings in, or the distribution of, any Listing.

SECTION 13 - SECURITY / ELECTRONIC TRANSACTIONS USER agrees that it is solely responsible for maintaining and ensuring the security of any and all passwords obtained from Advertising Gateway or its agents in connection with USER's Advertising, and that USER will be directly responsible for all conduct, acts or omissions on the part of any of its Authorized Users. USER acknowledges and agrees that the conduct of any Authorized Users in clicking on any on-screen buttons, or engaging in any other similar conduct, will be legally sufficient for all purposes to bind it, to the same extent as though evidenced by the signature of its authorized representative. Advertising Gateway may revoke USER's password or deny USER or any Authorized User access to any back office functionality, in whole or in part at any time, in Advertising Gateway's reasonable sole discretion. USER acknowledges that the server space upon which Electronic Advertising is hosted, and the Internet connections through which any transactions conducted in connection with e-commerce enabled advertising, will be unsecure, unless otherwise indicated by Advertising Gateway in writing.

SECTION 14 - DOMAIN NAMES USER authorizes Advertising Gateway to host any website Electronic Advertising requested under this Application at any extension or subdomain of any of Advertising Gateway's Internet domains which Advertising Gateway deems appropriate. USER acknowledges that it is solely responsible for conducting any trademark searches and other similar activities which may be necessary or appropriate in relation to the selection, evaluation and appropriateness of any custom domain name(s) which USER may request Advertising Gateway to link to, and that Advertising Gateway will have no liability or obligation to USER whatsoever in the event of any third party claims against USER.

SECTION 15 - ADDITIONAL DISCLAIMERS Without limiting the general disclaimers contained above, Advertising Gateway also does not warrant the following: (i) that USER's advertising will be published or withdrawn on a particular day; (ii) that a specific number of persons will access or download the Listing, any portion of the Listing, any heading or any advertising (and does not otherwise warrant the effectiveness of any Electronic Advertising or any service ancillary thereto); (iii) that the Advertising Gateway Yellow service, any Electronic Advertising or any service ancillary thereto will be uninterrupted or error free, or facilitate any connection to or transmission over the internet; (iv) that any advertising will be placed on any co-branded or private label version of Advertising Gateway' Electronic Listing (or any other version provided through a Third Party Distribution Contractor); and (v) Advertising Gateway will have any liability regarding services provided by third parties (including without limitation any internet service provider or local exchange carrier).

SECTION 16 - FORCE MAJEURE Neither USER nor Advertising Gateway will be in breach of its obligations under this Application (other than obligations to pay monies due) in the event that, for cause or causes beyond its reasonable control, such party is unable to perform, in whole or in part, any one or more of its obligations under this Application. Such causes will include, but not be limited to, labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain materials or services, technical failure or difficulties, problems or interruptions with the Internet, computer viruses, snow storms, hurricanes or other acts of God, insurrection, or any other cause not within the reasonable control of Advertising Gateway or USER.

SECTION 17 - ENTIRE AGREEMENT This Application (describes the entire agreement between Advertising Gateway and USER and supersedes any other oral or written agreements regarding the Electronic Advertising specified in this Application, except for any increase in the limitation of liability agreed to in writing by both parties. Neither USER nor any agent of Advertising Gateway may amend these terms and conditions or add any provision to or delete any provision from this Application or any addendum, and any such amendments, additions or deletions are void. No oral or written representation made by any person that purports to modify this Application is binding on Advertising Gateway. Moreover, USER confirms that USER has not relied upon any such representation in entering into this Application.

SECTION 18 - GOVERNING LAW USER and Advertising Gateway agree that this Application and all disputes relating to this Application will be governed by and interpreted according to the laws of the State of California.

SECTION 19 - AUTHORITY The person clicking on the "I accept" button hereby certifies that he or she is either USER, or that he or she has been lawfully authorized to submit this Application and authorize the placement of advertising on behalf of USER.

SECTION 20 - SUCCESSORS AND ASSIGNS This Application will be binding on and inure to the benefit of USER and USER's successors. Advertising Gateway may, in its sole discretion, assign this Application. USER may not assign any of its rights or delegate any of its duties under this Application without prior written consent of Advertising Gateway.

SECTION 21 - WAIVER OF RIGHTS Except as otherwise set forth in this Application (including the provisions of Section 7), neither USER nor Advertising Gateway will lose any of its rights under this Application even if it does not enforce a

right, or delays in enforcing a right. BY CLICKING THE "I ACCEPT" BUTTON BELOW, USER REPRESENTS THAT ITS AUTHORIZED REPRESENTATIVE HAS READ AND UNDERSTANDS THIS ELECTRONIC ADVERTISING APPLICATION. USER AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN TO THE SAME EXTENT THAT WOULD OCCUR IF ITS DULY AUTHORIZED AGENT'S ORIGINAL SIGNATURE WAS AFFIXED HERETO. IF USER DOES NOT AGREE TO ALL THESE TERMS AND CONDITIONS OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND USER, DO NOT CLICK "I ACCEPT" AND COMPLETE AN ONLINE ORDER.