

DexHub® Terms and Conditions

March 2017

If you have ordered DexHub, you agree to the applicable Products Terms and Conditions identified in this document and to the following additional terms and conditions. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Marketing Services Agreement (MSA).

1. DexHub Services or Services. DexHub provides an integrated business software solution which allows you to easily manage your business from one single platform. The platform includes a robust dashboard that shows key metrics for your marketing programs all in one place. You have the ability to easily manage all of your content from one central hub. For your DexHub program details, please click on the applicable link below.

- [Free Trial Program Features](#)
- [Starter Program Features](#)
- [Basic Program Features](#)
- [Plus Program Features](#)
- [Pro Program Features](#)
- [Premium Program Features](#)

2. Term/Suspension/Termination. The initial term for the DexHub Program is 12 months with an early termination option after 90 days. The Term will start on the day of activation. If your Account is terminated or suspended for any reason or no reason, you agree: (a) to continue to be bound by these terms, (b) to immediately stop using all DexHub services, (c) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, and (e) that we shall not be liable to you or any third-party for termination or suspension of access to the DexHub services or for deletion of your information or account data. We will not be liable to you for compensation, reimbursement, or damages in connection with your use of DexHub services, or in connection with any termination or suspension of the services.

3. Product Terms. Product specific terms for each product in your DexHub Program are located at the following:

- [Customer Management](#)
- [Online Display/Social](#)
- [Video](#)
- [SEO](#)
- [Logo](#)
- [Website](#)

4. Ownership. If we create or supply any content for your DexHub Products or design your DexHub Products, the content and the Products we create are our sole and exclusive property, except for Client Content, as defined in the MSA, and content we license from a third party. Upon termination, Dex Media agrees to release your domain/url, but again, will not release any Company owned or licensed content, excluding Client Content.

5. Billing and Client Responsibility. You understand and agree to fully cooperate in the fulfillment of your DexHub product. You agree that we may bill you and you agree to pay for Services rendered even if the full Service is not provided due to your failure to respond, provide required information or content, or your lack of cooperation. You and your use of the DexHub services must comply with all applicable bylaws, rules, and regulations, as well as amendments to these bylaws, rules and regulations (the "Rules") related to the service.

6. Multi-Media Distribution. You grant us and our affiliates the absolute, non-exclusive, irrevocable, royalty-free, worldwide, unrestricted license to grant third parties (through multiple tiers) a sublicense to exercise all or any portion of the rights granted us in the Marketing Services Agreement ("Licensed Rights") and to grant third parties the right and authority to grant other third parties a sublicense to the Licensed Rights (which may be further sublicensed by and through multiple tiers of sublicensees). The license granted in the preceding sentence will be in effect during the term of the Marketing Services Agreement and for as long as any materials containing Client Content remain in circulation, and will be perpetual as to any business name, address, phone number and other basic listing information included in any Client Content.

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7. Usage. You agree that the DexHub Services are solely for your own personal use to manage your account and may not be used for commercial purposes, resale or redistribution. You agree that you will not copy or distribute any part of the Services in any medium and will not alter or modify any part of the Services. You may not (a) create derivative works based upon the Service; (b) work around any technical limitations in the Service or use the Service in an attempt to, or in conjunction with any device, program, or service designed to, circumvent technical measures employed to control access to, or the rights in, a content, file, or other work; (c) reverse engineer, decompile, decipher, translate, disassemble, or otherwise attempt to access source code of the Service; (d) publish, rent, lease, lend, sell, sublicense, distribute, transfer, disclose, or otherwise make the Service available to any third party; (e) remove or alter any proprietary notices or labels on or in the Service; (f) use the Service in connection with the development or transmission of any virus or malicious code; (g) use the Service to infringe the rights of Dex Media or any third party, or in any way that does not comply with all applicable laws; (h) build a competitive product or service; (i) make or have made a product using similar ideas, features, functions or graphics of the Service; (j) copy any features, functions or graphics of the Service; or (k) submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third party proprietary rights, invasive of personal privacy, or otherwise illegal.

8. Change in Specifications. We may change the specifications of your DexHub products at any time. If the change is material to your DexHub we will notify you in writing and you may cancel the DexHub product by giving us written notice as specified in Section 2 of the Marketing Services Agreement within thirty (30) days following the date of our written notice. Dex Media reserves the sole right in determining a material change.

9. Our Rights. You agree that: (i) we may truncate, edit, refuse, reject or exclude from any use in connection with your DexHub products any content we obtain or links we establish under the licenses you grant us in the Marketing Services Agreement; (ii) we may modify, expand, or utilize data within, augment content from, or add links to your DexHub, website, Customer Management product, business profile, or other materials you provide to develop searchable and user value-add data that may appear in response to searches by end users; (iii) we and our contractors may use search algorithms and other methods to map end user search terms to categories and keywords that you select; and (iv) the search terms in response to which your DexHub website may appear on the Digital Platform may differ from the specific categories and keywords that you selected.

10. Additional Disclaimers. The Services are provided on an “as is” and “as available” basis. We do not warrant that our Digital Platform, any ancillary service, or the DexHub Services will be uninterrupted or error free, or warrant any connection to or transmission over the Internet. We make no warranty and will have no liability relating to services provided by third parties or the functionality or content of any platform or application not owned by us. Except for DexHub products that specifically identify a guarantee, ranking or placement online and performance is not guaranteed. We may provide you with a model privacy policy and/or terms of use for Services. These model documents are for informational purposes only and should not be considered or relied upon as legal advice or legal documentation. Should you elect to use these model documents, it remains your responsibility to customize these policies and ensure their compliance. Our collection of data and information via the Services from Users and others is subject to our Privacy Policy which is available at Dexmedia.com and is incorporated herein (the “Privacy Policy”). You understand that through your use of the Services that you consent to the collection use and sharing (as set forth in the Privacy Policy) of such data and information. This includes, Personally Identifiable Information You Knowingly Provide, Personally and Non-Personally Identifiable Information Dex Media Collects Automatically, and Non-Personally Identifiable Information You Knowingly Provide. Dex Media collects and may store and share personally identifiable information that you knowingly provide to us. In addition, as you (and other users) browse or use the Service, our web servers, and non “Dex Media Family” companies with which Dex Media has an agreement may, automatically collect, store, share and track certain information about such visits or use, usually through the use of browser cookies, JavaScript files and tagging, web address tracking codes, file impression counts, “web beacons”, and the analysis of http headers (“Tracking Methods”). In some cases, we may also collect, store and share non-personally identifiable information that you provide, such as search parameters in connection with a search you conduct through the Service. You also agree to Dex Media’s Terms of Use which are also located at Dexmedia.com.

11. No Spam Policy. You agree not to use your DexHub products for the posting or sending of unsolicited commercial advertising, email, information, announcements, or other messages or any other unsolicited distribution commonly considered to be “Spam.” We may detect, manage, and eliminate Spam from your DexHub products or terminate the product completely.