



TERMS AND CONDITIONS

Term Acceptance: By completing the Be Found Local (BFL) Welcome Process, Client is in agreement with the terms stipulated herein, through digital signature and indicating “ACCEPT” on BFL’s online form. Terms are subject to change without prior notification.

Confidentiality: The information obtained by Client is intended for BFL and BFL Clients only. Dissemination, publication or copying of this document or its contained information by anyone who is a current or prospective client, an employee of client or agent of client, is strictly prohibited. The terms of this agreement may not be shared with any external parties.

BE FOUND LOCAL SUBMIT™

1. **Product Description:** Be Found Local Submit™ enables your business to create a Master Business Profile™ page and disseminate the information across a number of online search properties.
 2. **Distribution:** Your business information will be distributed to the supported online properties within the first 45 days of creating your profile.
 - i. Distribution network of website subject to change at any time without notice.
 - b. Be Found Local, hereinafter referred to as “BFL”, will:
 - i. Submit all possible information to each publisher in our network; and
 - ii. Not guarantee that all your information will be published by each partner for;
 - Publishers are not required to post and distribute the information that is submitted.
 - In certain cases, your Master Business Profile™ will contain more information that certain publishers accept.
 - It is possible that previous duplicate business information might still be published depending on the publisher’s methods of information distribution and duplication management.
3. **Service Description**
 - a. Setup:
 - i. Your Master Business Profile will be created within 14 business days after completion of your payment and welcome form.
 - ii. BFL will display and distribute information based on the data received from the client or information published on the client’s website.
 - iii. BFL will work with Client in assisting in the defining of keywords and content of Client’s online business profile for maximum exposure.
 - iv. BFL will provide recommendations to Client for business listing content and will assist in expanding upon the business information provided.

- b. Reporting:
 - i. Detail activity reports will be made available to Client 24 hours a day/7 days a week. The reports are obtained through BFL's online reporting interface at <http://login.befoundlocal.com>.
 - ii. BFL can not provide Client reports for page views of the Client's business information on each publisher's website.
 - iii. BFL reports will include, but are not limited to, coupons, prints, map prints, "forward to a friend" and website click-through information on each publisher's website originating from the Master Business Profile page.
- c. Revisions:
 - i. Client may request updates to all profile information in the Client's business profile page at <http://login.befoundlocal.com> or through BFL's customer service center. The above terms apply to the distribution and publication of these changes.

4. Fee Structure

- a. Yearly:
 - i. Be Found Local Submit™ is billed in advance for a minimum twelve (12) month contract term based on the price indicated on BFL's website or in Client's proposal.
 - ii. Discounts may apply to multiple location purchases or pre-paid packages based on the number of locations.
- b. Monthly:
 - i. BFL will only offer a monthly payment option to full-service Clients.
 - ii. Payments must be received ten (10) days prior to each month of service.
 - iii. Monthly subscribers are required to set up a recurring monthly subscription payment program through the BFL Online Payment Center.
 - Clients are required to maintain the subscription contract for a full twelve (12) month cycle.
 - Failure to remit payment for two (2) consecutive months will result in the Client's removal or their Master Business Profile per the Cancellation Policy in Section 5.

5. Program Terms and Cancellation Policy

- a. Cancellation: The Be Found Local Submit™ product may be canceled at any time with a ten (10) day written notice to BFL.
 - i. Full Service contracts: Upon cancellation, BFL will remove the Client's Master Business Profile listing the 1st day of the subsequent month and client will not be billed for any future periods.
 - ii. All other contracts: There is no refund due upon cancellation.
 - iii. Termination of Contract on Occurrence of Recent Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
 - To the extent permitted by applicable law, if either party files a petition in bankruptcy or seeks the appointment of a receiver, conservator or trustee of any of its assets, properties or affairs, or otherwise commences any other debt adjustment proceeding, or any such action is taken

- against either party and remains undischarged for forty-five (45) days;
- The death (if an individual) or dissolution of BFL.

SEARCH ENGINE MARKETING – LOCAL BASIC PACKAGE

1. **Product Description:** Local Search Ads are text-based ads placed in the search engine results pages (SERP) based on the keywords and location of the customers.
 - a. Targeting – The Client's location is determined by IP address and by selecting geo-modified keywords.
 - i. IP recognition is done by BFL's search engine partners and no personal information will be transmitted to BFL.
 - ii. BFL, will not guarantee, by any means, that the search engines will accurately identify the location of the customers to whom the ads are served.
 - b. Click Costs
 - i. Client is charged only for clicks that are delivered to Client website.
 - ii. Client is not charged for ad impressions that do not result in ad clicks.
 - iii. All click costs are included in your monthly advertising budget.
 - iv. BFL will not guarantee Client a specified number of clicks within any budget due to search volume variances and keyword variety costs.
 - v. BFL will notify Client if BFL is unable to deliver on the Client's monthly budget based on available demand. Exclusions may include, but are not limit to:
 - BFL's ability to deliver as many targeted clicks as possible within Client's monthly budget;
 - Spending that falls below monthly budget will automatically rollover to subsequent monthly budget; and
 - Budget overages will not result in additional charges to the Client.
 - c. Positioning
 - i. Client's position or rank on the SERP is determined by the relevancy of Client's ad, the maximum bid you are willing to pay and your competitor's bids.
 - ii. Position and coverage will vary based on Client's monthly budget and market conditions.
 - iii. BFL will not guarantee any specific rank for any specific keyword.
 - iv. Based on Client's budget, Client's ad may not serve 100% of any and/or every day.
 - v. Programs with insufficient budgets may be suspended at any point to ensure budget caps are met. Any suspended programs will resume in the subsequent month.
 - d. Reporting
 - i. The BFL online reporting interface allows Client to view total monthly clicks, as impressions by search engine and all keywords that were clicked or received an impression.
 - ii. Cost per click is strictly a monthly average.
 - iii. Individual CPC averages are not reported.

- iv. Current monthly reporting will be available 24 hours per day, 7 days a week, however, data may be delayed up to 3 days prior.
- v. In line with standard SEM practices and in protection of BFL's technology partners' proprietary bidding technology, Clients will not be granted access to direct search engine accounts on Google or Yahoo either during or upon termination of our services.

2. Service Description

- a. Management and Optimization
 - i. BFL will actively monitor campaign performance, manage budgets and ensure that Client's clicks are coming from the most relevant and important keywords to the Client's business.
 - ii. BFL will test and optimize Client's search ads as well as make revisions where deemed necessary.
- b. Technology
 - i. BFL will work to maximize the total number of clicks the Client receives within their monthly budget by adjusting the cost per click and positioning on the SERP.
 - ii. Bids may change depending on demand and efficiency.
- c. Setup
 - i. A setup fee will be charged based on the amount of time it takes to create the Client's individualized programs.
 - ii. Campaigns will launch between one (1) week and one (1) month after the initial payment is remitted.
 - iii. Campaign setup includes:
 - Keyword selection
 - Campaign organization
 - Competitive analysis
 - Ad and promotional copywriting
 - Geo-targeting
 - Bid strategy setup and analysis

3. Fee Structure

- a. Setup Fees will:
 - i. Vary based on the intricacies of the Client's needs and size of the program.
 - ii. Billed at the start of the Client's program launch.
- b. Management Fees – Budgets under Two Thousand dollars (\$2,000.00) per month equates to Fifteen (15%) percent of Client's total monthly budget.
- c. Technology Fees – Budgets under Two Thousand dollars (\$2,000.00) a month equates to Twenty-Eight (28%) percent of Client's total monthly budget. (Note – BFL passes this cost directly to a third-party provider.)
- d. Media Fees
 - i. BFL use the entire remaining media budget toward media/click fees payable to the search engine publishers.
 - ii. Client will not be billed for media fees in excess of their budget.
 - iii. BFL will pay all direct CPC charges to BFL's publishers.
 - iv. Any media or technology fees not incurred by BFL and not paid by client, due to program cancellation or billing issues, will be the sole responsibility of Client.

4. Program Terms and Cancellation Policy

- a. Initial Term:
 - i. The BFL Local Search Marketing Package is a minimum three (3) month trial commitment.
 - ii. After three (3) months, BFL will perform a thorough analysis of the program and recommend and recommend budget and strategy based on campaign performance, traffic volume, and its competitive environment.
 - iii. After completion of the trial, Client will automatically be billed for the monthly media budget, as well as all other monthly programs, 10 days before the beginning of each month.
- b. Budget Changes: Client may revise their budget up to five (5) days before the beginning of each month.
- c. Cancellation:
 - i. Upon completion of the trial, Client's search program may be suspended or cancelled with ten (10) days prior written notice to the next month's billing cycle.
 - 1. E-mail is a valid form of written notice for cancellations.
 - ii. Programs that are suspended or cancelled within ten (10) days of the next billing cycle are required to fulfill the final month of service.
 - iii. Upon cancellation, BFL will enable downloads of all reports of past performance through our online interface for up to ninety (90) days after the cancellation date.
 - iv. Search engine accounts and direct account exports will not be available to Client.
 - v. All prior billing are non-refundable.

CALL TRACKING

1. Product Description

- a. BFL will generate a unique toll-free number which will be included in Client's Master Business Profile and distributed across the web.
- b. BFL will use the toll-free number in all promotions.
- c. BFL recommends placing this number of Client's website to track all online activity.
- d. Advertiser is responsible for placing number on their website.
- e. Advertiser may use this number in any online and/or offline marketing materials.
- f. BFL recommends Client uses a different toll-free number to track online and offline originating calls.
 - i. Additional numbers may be purchased to track offline campaigns.
- g. Detailed call reports will be available online 24 hours per day, 7 days a week, through BFL's online interface (<http://login.befoundlocal.com>).
 - i. Call details will include:
 - Referring customer phone number
 - Tracking number
 - Call time and date
 - Call duration

2. Fee Structure

- a. The call Tracking fee is billed on a monthly basis.

- b. Discounts may apply to multiple location purchases or pre-paid packages based on the prices published on BFL's website or in your proposal.

3. **Program Terms and Cancellation Policy**

- a. Call Tracking has no minimum term of service can may be cancelled with a minimum of ten (10) days before the next billing cycle.
- b. Upon cancellation, Client may lose access to previous call tracking toll-free number and require a new number with a continuation of program. Toll-free number will be maintained upon separation from BFL.
- c. BFL will not be held liable for any system outages or problems related to call tracking numbers.