

Referral Program Terms and Conditions

WhitePages, Inc., a Delaware corporation located at 1301 Fifth Avenue, Suite 1600, Seattle, WA 98101 ("**Whitepages**"), is conducting a referral program (the "**Program**") by which you, or your employer, (each a "**Referrer**") may earn a referral fee (the "**Fee**") if you refer a new customer to Whitepages and, as a result, that referred customer becomes a Whitepages PRO customer within 60 days of the date of referral (all subject to the terms and conditions (the "**Terms**") described herein). Please read the Terms before submitting any referrals. By submitting a referral, you agree to be bound by the Terms and represent that you satisfy all of the eligibility requirements set forth herein.

ELIGIBILITY

The Program is open to individuals/entities who are, or who are employed by, current Whitepages Pro customers, who, if individuals, are legal residents of the United States of America, and who are age eighteen (18) or older. The Program is void where prohibited by law. Directors, officers, and employees of Whitepages, or of any of its subsidiaries, affiliates, agents, professional advisors, advertising and promotional agencies, and members of each their households, are not eligible to participate in the Program.

HOW TO SUBMIT A REFERRAL

To participate, the Referrer must be employed by a business that is a current customer in good standing of Whitepages PRO, and must submit the following information to Whitepages via the form available at <http://pro.whitepages.com/refer>: your name, your employer's name (i.e., Whitepages PRO customer name), your email address, along with the potential new customer's company name, the first and last name of a direct contact at the new customer, and the direct contact's email address and business telephone number (and extension, if applicable) (such potential new customer, the "**Referral**").

The Referrer must also indicate the preferred means of receiving the Fee (i.e., whether company policies allow personal receipt of a gift card in an individual capacity, or whether the Referrer would prefer a credit on their company's Whitepages Pro account. Incomplete, defective, forged or irregular submissions will be disqualified, at the sole discretion of Whitepages. If more than one Referrer submits a form for the same Referral, only the first Referrer to submit a complete form, as documented by Whitepages's records, will be eligible for the Fee. If Whitepages is already engaged in sales discussions with the Referral at the time of submission of the form, the Referrer also

will not be eligible for the Fee. In the event of a dispute regarding the submission of a Referral, Whitepages, in its sole and exclusive discretion, reserves the right to determine the timing and completeness of the submission, and the eligibility of a Referrer to receive the Fee.

Each Referrer represents and warrants that he or she has all requisite permissions to send the potential Referral's business contact information to Whitepages. Subject to any exceptions contained herein as to Whitepages's rights to disseminate or use such information, Whitepages will treat all information submitted pursuant to the Program in a manner consistent with Whitepages's privacy policy (<https://www.whitepages.com/data-policy>). Each Referrer acknowledges and agrees that their personally identifiable information and that of the Referral may be processed, stored, and otherwise used for the purposes of the Program and Whitepages's marketing efforts, including, but not limited to, checking a Referrer's identity, verifying eligibility and validity, and contacting both the Referrer and the Referral.

REFERRAL FEE

In the case of a successful referral under the Program, Whitepages will award the Referrer a Fee equal to ten percent of the Referral's annual contract value ("**ACV**"), up to a maximum of five hundred dollars. ACV is equal to the Referral's committed monthly recurring revenue ("**MRR**") multiplied by twelve. The Referrer will earn a Fee for each Referral that becomes a new Whitepages PRO customer by executing an agreement (a) for a term of twelve months or more, (b) with a committed MRR equal to or greater than \$200 per month, (c) within 60 days of the time of first submission of the Referral. Whitepages will pay the Fee either by a credit to the Referrer's Pro account or in the form of a prepaid credit card or retail gift card. Referrers may submit an unlimited number of potential Referrals, but only one Referrer will be eligible to earn a Fee for a Referral. Whitepages will email a Referrer at the email address submitted with the online referral form to arrange for delivery of the Fee. The Referrer (and, if applicable, the employer) is responsible for all taxes, including federal, state, and local taxes, applicable to the acceptance and/or use of the Fee.

GENERAL CONDITIONS

By participating in the Program, each Referrer expressly agrees:

(1) to release Whitepages and its directors, officers, shareholders, employees, and agents (the "**Released Parties**") from all liability, injuries, loss and/or damage of any kind arising from Referrer's participation in the Program and the acceptance, possession, and use/misuse of any Fee; and

(2) to be bound by these Terms and the decisions of Whitepages with respect to this Program.

Notwithstanding anything to the contrary contained in these Terms or any other agreement between the Referrer or the Referrer's employer or Whitepages, Whitepages makes available the Program on an "as is" basis and disclaims all warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, in connection herewith. The total aggregate liability of Whitepages and the Released Parties to Referrers, Referrals, or other third parties arising out of or in connection with the Program, whether in tort, contract, or otherwise, shall not exceed the sum of one hundred dollars (\$100.00). By entering the Program, Referrers shall indemnify and hold harmless Whitepages and the Released Parties, from any and all claims, injuries, loss, damage, expenses, or liabilities of any kind arising out of or in connection with the Program, Referrers and Referrals participation in the Program, or delivery, mis-delivery, acceptance, possession, and use of, or inability to use, the Fee. The laws of the State of Washington govern the Program, without reference to choice of law principles. Any dispute regarding the Program is subject to the exclusive jurisdiction of the federal and state courts located in Seattle, Washington. If for any reason, the Program is not capable of being run as planned, Whitepages reserves the right, in its sole discretion, to change these Terms, with or without notice, to disqualify any individual who tampers with the submission process, and to modify, suspend, or terminate the Program at any time.