

Customer I.D.

**Bell Atlantic Electronic Commerce Services Insertion Order Agreement**

Phone: 1-888-762-3306...Fax: 978-762-1196...Sales@BigYellow.com

*This advertising agreement, including the General Terms and Conditions is entered into by and between Bell Atlantic Electronic Commerce Services, Inc. and the Advertiser specified below.*

New                       Change                       Renew                       Remove

<b>Agency Information</b>	<b>Advertiser Information</b> <input type="checkbox"/> Listed Address
Agency Name:	Client:
Contact:	Contact:
Street Address:	Street Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
Fax:	Fax:
e-mail:	e-mail:

Account Executive: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Billing Details**

Billing Name: \_\_\_\_\_ Billing Contact: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Contact Tel #: \_\_\_\_\_

Billing Address (cont.): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Billing Method:**     Credit Card     Invoice    **Interval:**     One Time     Monthly

Credit Card # \_\_\_\_\_     Credit Application Attached

Expiration Date: \_\_\_\_\_ (Annual billing over \$25K requires credit check)

Amex     Discover     Visa     MC     Net 30     Other\* (\*Specify/Must Have Approval)

Total Contract Impression Goal: \_\_\_\_\_

**Net Total Cost: \$** \_\_\_\_\_                      **Net Monthly Cost: \$** \_\_\_\_\_

<b>Reporting</b>
Send Reports to: _____
Phone: _____
e-mail: _____

Schedule Information				
Flight Dates From/To	Creative Size	Monthly Impressions	CPM/Price	Placement
	468' x 60' Banner			<input type="checkbox"/> Run of Site <input type="checkbox"/> Big Topics (list topics)
	120' x 90' Banner			
	Hot Commerce Buttons			<input type="checkbox"/> Category (list heading w/ SIC & YP code)
	8 Word Advertorial			
	Sponsorship			
	Hot Link			
	Category			<input type="checkbox"/> Bundle: (list areas)
	Other			<input type="checkbox"/> Other: (list areas)

**Note: Send linking instructions along with creative in an e-mail to: [nynex13@tiac.net](mailto:nynex13@tiac.net)**

Link Program				
Flight Dates From/To	Categories (list w/ SIC & YP code)	<input type="checkbox"/> Platinum	<input type="checkbox"/> Total City Priority	<input type="checkbox"/> Traffic Builder
		Icon		
		<input type="checkbox"/> Gold	<input type="checkbox"/> DCI	<input type="checkbox"/> Trademark <input type="checkbox"/> Total City
		<input type="checkbox"/> Silver	<input type="checkbox"/> Additional Cities (list cities)	
		<input type="checkbox"/> County Buy (list counties)		
		Link URL		
		Address: _____		
		Additional Link		
		Address: _____		

Advertisers: _____	<b>Bell Atlantic Electronic Commerce Services, Inc.</b>
Signature: _____	Signature: _____
Name (Print): _____	Name (Print): _____
Title: _____	Title: _____
Date: _____	Date: _____

***(Forward original signed copy to Bell Atlantic Electronic Commerce Services)***  
**BELL ATLANTIC ELECTRONIC COMMERCE SERVICES, INC.**  
**BIGYELLOW ADVERTISING**  
**TERMS AND CONDITIONS**

SECTION 1. Application for Advertising. Bell Atlantic Electronic Commerce Services, Inc. ("Bell Atlantic") has authorized the sales representative ("Agent") identified on the face of the Application to solicit the creation and placement of listings and units of advertising in accordance with these terms and conditions. By submitting the Application, I am requesting Bell Atlantic to electronically publish advertising in BigYellow as listed on the reverse side and accepting these terms and conditions. "I" means the person who is the subject of the advertising described in this Application. "I" may be an individual, corporation, or other entity or organization. I agree that these terms and conditions will apply to any revisions or renewals of my advertising.

SECTION 2. Bell Atlantic Not Bound to Publish. I understand that the submission of this Application is not an agreement by Bell Atlantic to electronically publish my advertising and Bell Atlantic may choose not to electronically publish my advertising. Bell Atlantic also reserves the right to immediately remove my advertising at any time at its sole discretion. I also understand that Bell Atlantic will be bound by this Application only when Bell Atlantic publishes my advertising. If Bell Atlantic does not electronically publish my advertising or removes my advertising, it may refund an appropriate prorated portion of money I previously paid for the publication of my advertising and have no further obligation to me.

SECTION 3. Advertising Period.

(a) Publication. My advertising is submitted for electronic publication in BigYellow as described on the reverse side of this Application to continue until canceled or for the period on the reverse side of this Application. I understand I may not cancel an Application for advertising with a defined time period. Bell Atlantic reserves the right to alter such period. Bell Atlantic may also decide to discontinue BigYellow in whole or in part. Bell Atlantic will attempt to notify me if it decides to alter such period, to discontinue my advertising or to discontinue BigYellow.

(b) Additional Online Services. Bell Atlantic reserves the right to electronically publish my advertising on additional electronic online services for periods to be determined by Bell Atlantic, without prior notification to me, at no charge to me.

SECTION 4. Payment for Advertising.

(a) Payment. I promise to pay Bell Atlantic or Agent the amounts listed on the reverse side of this Application plus any applicable taxes. If I renew or revise my advertising, I promise to pay for the renewed or revised advertising at the then current price.

(b) Billing. Bell Atlantic or Agent will bill me for the advertising plus all applicable taxes on the date of the Application through my credit card or invoice me when the advertising first appears on BigYellow. Billing will continue on a monthly basis for recurring charges. Bell Atlantic or Agent may agree to or require other billing arrangements at its discretion. Bell Atlantic may require me to make partial or full payment for my advertising before it is electronically published. I will pay all bills for my advertising by the due date on the bill.

(c) Late Charges. If Bell Atlantic or Agent has not received the full amount I owe it by the due date indicated on the bill, Bell Atlantic or Agent may require me to pay a late charge. The amount of the charge will not exceed 1.5% per month of the amount overdue. Bell Atlantic or Agent may also require me to pay any collection costs and attorneys' fees incurred to recover any unpaid amounts.

(d) Discontinuation of Advertising. If I do not pay the full amount owed to Bell Atlantic or Agent by the due date indicated on the bill, in addition to its other rights under this Application and its rights at law or equity, Bell Atlantic may remove my advertising from BigYellow.

SECTION 5. Advertising Copy.

(a) Advertising Copy. Any advertising created by Bell Atlantic or Agent will be based upon the copy provided by me. Bell Atlantic and Agent do not represent that such advertising will be accessible on any other information or online service. Bell Atlantic has the right to approve the content, form, size, wording, typography, color and illustrations of the advertising copy. I understand that Bell Atlantic may change the name, address, and telephone number(s) in the advertising copy to conform to Bell Atlantic's standards and practices. Bell Atlantic will attempt to notify me if it makes a change in the advertising copy. I represent and warrant that the statements contained in the advertising copy and in any advertising linked to BigYellow are truthful and not misleading and that I am authorized to provide the services and products advertised. I further represent and warrant that the advertising copy and the linked advertising complies with Bell Atlantic's standards and practices and all applicable laws and regulations.

(b) CANCELLATIONS. IF I WISH TO CANCEL MY ADVERTISING BEFORE IT IS PLACED IN BIGYELLOW, I WILL PAY BELL ATLANTIC OR AGENT FOR ANY SERVICES PERFORMED AS OF THE DATE NOTICE OF SUCH CANCELLATION IS RECEIVED BY BELL ATLANTIC OR AGENT, AS THE CASE MAY BE.

SECTION 6. LOCATION OF ADVERTISEMENTS, HEADINGS, FORM AND APPEARANCE OF BIGYELLOW. BELL ATLANTIC WILL DETERMINE ALL HEADINGS THAT WILL APPEAR IN BIGYELLOW AND HAS THE RIGHT TO APPROVE OR DISAPPROVE MY SELECTION OF A HEADING. I ALSO UNDERSTAND THAT BELL ATLANTIC DOES NOT GUARANTEE THAT MY ADVERTISING WILL APPEAR ON ANY SPECIFIC SCREEN OR POSITION ON A SCREEN. BELL ATLANTIC MAY CHANGE THE FORM AND APPEARANCE OF BIGYELLOW AT ANY TIME.

SECTION 7. LIMITATION OF LIABILITY.

(a) IF THERE IS AN ERROR OR OMISSION IN ANY ADVERTISEMENT CAUSED BY BELL ATLANTIC, AGENT OR AFFILIATE, BELL ATLANTIC WILL CORRECT THE ADVERTISEMENT IN ACCORDANCE WITH ITS USUAL UPDATE SCHEDULES AFTER I GIVE BELL ATLANTIC WRITTEN NOTICE OF THE ERROR OR OMISSION. I MUST MAKE ANY CLAIM OF SUCH AN ERROR OR OMISSION DURING THE PERIOD DURING WHICH THE ADVERTISEMENT IS SCHEDULED TO APPEAR ON BIGYELLOW. AS SOLE COMPENSATION FOR ANY SUCH ERROR OR OMISSION, BELL ATLANTIC MAY, AT ITS OPTION, REDUCE THE CHARGES TO BE PAID FOR THAT ADVERTISEMENT FOR THE PERIOD DURING WHICH THE ERROR OR OMISSION OCCURRED, EXTEND THE PERIOD DURING WHICH MY ADVERTISEMENT APPEARS IN BIGYELLOW AT NO ADDITIONAL CHARGE TO ME, OR OTHERWISE COMPENSATE ME FOR SUCH ERROR OR OMISSION. ANY SUCH REDUCTION IN PRICE, EXTENSION OF APPEARANCE OR OTHER COMPENSATION SHALL BE PROPORTIONATE TO THE AMOUNT BY WHICH BELL ATLANTIC DETERMINES THE ERROR OR OMISSION REDUCES THE VALUE OF MY ADVERTISEMENT ON BIGYELLOW.

(b) ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY WHICH, BUT FOR THIS PROVISION, MIGHT ARISE, BY IMPLICATION OR OPERATION OF LAW IS HEREBY EXCLUDED AND DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(c) IN NO EVENT WILL BELL ATLANTIC, AGENT OR AFFILIATE BE LIABLE TO ME FOR DAMAGES CAUSED BY ANY ONLINE SERVICE OR COMPUTER SYSTEM FAILURE, OR BY ANY TRANSMISSION, ACCESS OR COMMUNICATION PROBLEMS. BELL ATLANTIC IS NOT RESPONSIBLE FOR THE QUALITY OF MY ADVERTISING TO THE EXTENT IT MAY BE AFFECTED BY ANY USER'S OPERATING SYSTEMS, INDEPENDENT DISPLAY MECHANISMS OR ACCESS TO ONLINE SERVICES. IN NO EVENT WILL BELL ATLANTIC, AGENT OR AFFILIATE BE LIABLE TO ME FOR ANY CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES OR PROFITS OR THE COST OF OTHER FORMS OF ADVERTISING IN EXCESS OF AMOUNTS PAID BY ME FOR THE ADVERTISING. I UNDERSTAND THAT THIS LIMITATION OF LIABILITY WILL APPLY TO ANY CLAIM I HAVE AGAINST BELL ATLANTIC, AGENT OR AFFILIATE, INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON CONTRACT VIOLATIONS, TORTS (SUCH AS NEGLIGENCE OR MISREPRESENTATION) OR STRICT LIABILITY.

(d) NEITHER BELL ATLANTIC, AGENT OR AFFILIATE WILL NOT BE REQUIRED TO CORRECT ANY ERROR OR OMISSION OTHER THAN IN ACCORDANCE WITH ITS USUAL WORK SCHEDULES OR TO GIVE ANY SPECIAL NOTICE OF THAT ERROR OR OMISSION. "AFFILIATE" MEANS BELL ATLANTIC CORPORATION, AND ANY OF ITS SUBSIDIARIES.

SECTION 8. Right to Use Trademarks, Etc. I represent and warrant to Bell Atlantic and Agent that I have the right to use each copyright, trademark, trade name, service mark and name, statement, portrait, graphic, artwork, photograph, picture or illustration of any person or any other intellectual property in the way it is used in the advertising copy and linked advertising. If that right changes or any proceedings contesting that right are begun, I will give Bell Atlantic and Agent written notice promptly. I agree that I am solely responsible for the enforcement and protection of any intellectual property included in my advertisement and any linked advertising.

SECTION 9. Advertiser Will Pay Damages. I will indemnify and hold harmless Bell Atlantic, Agent, and Affiliate from all damages, claims, losses, liens, attorneys' fees and expenses resulting from claims brought by other parties regarding the publication of advertising as requested by this Application or in accordance with my advertising copy or as a result of a breach of the representations and warranties I made in Sections 5(a) and 8. I will be obligated by this Section even after the end of periods during which my advertising is published in BigYellow.

SECTION 10. No Approval or Endorsement By Bell Atlantic. I understand that Bell Atlantic does not approve or endorse any product or service described in my advertising or linked advertising. I will not make any representation that Bell Atlantic does approve or endorse any product or service. I also understand that Bell Atlantic does not approve or endorse any person or company Bell Atlantic has referred me to for creative, design or other services. I also understand that Bell Atlantic may publish advertising of any other person in any printed or electronic directory at any time.

SECTION 11. Bell Atlantic's Copyright in BigYellow. I agree that Bell Atlantic owns the copyright in BigYellow and all copyrighted portions of BigYellow.

SECTION 12. Successors and Assigns. The Application shall be binding on and inure to the benefit of me and my successors and assigns. I may not assign any of my rights or delegate any of my duties under this Application without prior written consent of Bell Atlantic.

SECTION 13. Non-Waiver of Rights. Bell Atlantic will not lose any of its rights under this Application even if it does not enforce a right or delays in enforcing a right.

SECTION 14. Force Majeure; System Failure. IN NO EVENT WILL BELL ATLANTIC, AGENT OR AFFILIATE, BE LIABLE FOR DELAYS, ERRORS OR OMISSIONS IN PRODUCTION OR ELECTRONIC PUBLICATION OF ADVERTISING RESULTING FROM AN ACT OF GOD, GOVERNMENTAL ACT OR OTHER ACT OR CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL, OR FOR ANY COMPUTER SYSTEM FAILURES OR UNAUTHORIZED USE BY A THIRD PARTY.

SECTION 15. Choice of Law. I agree that this Application and all my rights and obligations shall be governed by and interpreted according to the laws of the State of New York.

SECTION 16. Advertising Revisions. I may request additional advertising or a renewal or change of my current advertising. I understand that any such revisions to my advertising must first be accepted by Bell Atlantic as provided in Section 2 and would be subject to these terms and conditions even if I do not sign a separate application.

SECTION 17. Entire Agreement. This Application describes the entire agreement between Bell Atlantic and me regarding my advertising and revisions to advertising on BigYellow and supersedes any other verbal or written agreements regarding the submission of advertising for electronic publication as listed on the front of this Application. I understand that Agent may not amend these terms and conditions.