

Terms and Conditions

(v. 4.0) Updated July, 2019

Welcome to Thryv, an integrated business software solution that allows you to easily manage your business from one single hub. With the Thryv platform and application, you can manage your business's customers through the use of appointment scheduling, customer list management, online and mobile payments, estimates and invoicing, SMS text messaging, email messaging, a customer portal, a communication inbox, and available video, website, full-service social, and a leads program, depending on your Thryv package level. These Thryv Terms and Conditions, the Thryv Solutions Terms noted below, and our Privacy Policy located at www.corporate.thryv.com/privacy make up the agreement between you and us regarding your purchase of Thryv (the "Agreement"). By purchasing Thryv and creating and registering for a Thryv account (an "Account"), you acknowledge that you have read, understand and agree to be bound by the Agreement. You represent that you have the authority to enter into the Agreement, are a legal resident of the United States who is an authorized representative of a business entity authorized to conduct business by the US state(s) in which it operates, and that your business is not engaged in marketing or providing services of an "adult" nature, pharmaceuticals, cannabis-related products or services, or guns/firearms-related services, for which you wish to utilize Thryv. You also acknowledge that Thryv is not intended for use outside the United States of America, and agree that you will not use Thryv outside the US or with/for any non-US-based Customers.

1. Definitions. Defined terms are:

- a. "You" or "your" means the individual or business entered as the Account owner during Account registration.
- b. "We," "us" or "our" means Thryv, Inc., the provider of Thryv – and our subsidiaries and our third party vendors who support Thryv.
- c. "Order" means your initial purchase of Thryv and Thryv Solutions, and any subsequent purchases or upgrades of Thryv and/or Thryv Solutions and/or related services made using your Account.
- d. "Thryv" is cloud-based software as a service ("SaaS") that allows you to run specific aspects of your business through its technology, depending on the package selected, and may include customer management and marketing capabilities, a customer portal with two-way communication, and sales features like estimates, invoicing and payment integration functions, plus several add-on options.
- e. "License" is the grant of access to Thryv pursuant to the terms of this Agreement including the grant and use limitations outlined in Section 9.
- f. "Subscription Period" is the amount of time Thryv is provided to you, which may be divided into sub-periods or terms as provided in Section 4 below.
- g. "Solution(s)" mean the individual functionalities and modules included with the Thryv package you select, or purchased in conjunction with your Thryv package as an add-on, as available in your market, as more fully described in the terms linked to from the list in Section 3 below.

2. Packages. Please click on the applicable link below to view package details and enhancements or add-ons available with that package level, for an additional one-time or monthly fee. Not all packages are available in all markets or sales channels. Also, please note that the use of certain features may be limited or unavailable for certain categories of businesses, such as those in the medical, legal and financial services industries.
 - [Plus Program Features](#)
 - [Professional Program Features](#)
 - [Unlimited Program Features](#)
3. Thryv Solutions Terms. Specific terms for each Solution in your package or purchased as an Add-On, as available and applicable, are located at the following:
 - [Customer Management \(CRM\)](#)
 - [Online Listings Management](#)
 - [Reputation Management](#)
 - [Sales Features](#)
 - [Social Media Services](#)
 - [Website](#)
 - [SEO](#)
 - [Video](#)
 - [Logo](#)
 - [Thryv Leads \(where available\)](#)

The Solutions Terms apply to your access and use of any of the above Solutions, whether originally included in your Thryv package, added later as an upgrade, or subsequently provided to you as part of enhancements by us to the Thryv software

4. Term. Unless otherwise specified and agreed to in writing by us at the time of purchase or upgrade, your initial Subscription Period for Thryv is 6 months, which, if not cancelled by you before the end of such period, will thereafter automatically renew month-to-month until cancelled. If noted in the applicable Solutions Terms, certain add-on enhancements may have different term lengths or may be prorated in their initial term to align with your Thryv Subscription Period. If you purchase the Thryv Leads add-on, however, which prerequisites Thryv, your Subscription Period for Thryv will automatically be set or extended as necessary to make it coterminous with your Thryv Leads Solution term. Changes to the Thryv terms and conditions, including Thryv Solutions Terms, will be posted online and we may provide you with separate notice of any material changes, but they will apply to you in the next period of your Subscription Period following any such changes if you continue to use Thryv thereafter.
5. Cancellation/Termination/Suspension. You may cancel Thryv or any upgrade or add-on at any time (“Cancellation”) **within three (3) days of purchase (“Cancellation Period”)** for a full refund or, outside the Cancellation Period, you may provide notice to terminate Thryv prior to the beginning of your next Subscription Period (“Termination”). Cancellation or Termination requests must be submitted as described in Section 14 below. Terminations will be effective upon the expiration of your current Subscription Period. If you terminate less than

48 hours before the end of your Subscription Period, we may not be able to stop your automatic payment prior to the next scheduled charge. However, in the event you properly submit a cancellation or Termination request but are still charged for an additional Subscription Period, we will refund such charges upon request. To avoid this situation, please submit Termination requests more than 48 hours prior to the end of your Subscription Period. Except as expressly provided herein, no refunds will be provided. We reserve the right to terminate or suspend your account for non-payment at any time. If your credit card is declined, we provide you seven calendar days to remedy this issue and provide proper payment. Thereafter, we may suspend your Account and your access to any and all Thryv services and Solutions until payment is received, and you remain responsible for all accrued charges. We may cancel all or any Thryv feature or Solution at any time and for any reason (even if previously approved) and we have the right to terminate your Account if you violate the Agreement, or for any or no reason, at any time. If your Account is terminated, you agree: (a) to continue to be bound by these terms, as applicable, (b) to immediately stop accessing or using Thryv, (c) that your License immediately ends, and (d) that we reserve the right (but have no obligation) to delete all of your information and Account data stored on our servers. You acknowledge and agree, that we are not liable to you or any third party for termination or suspension of access to your Account or for deletion of your information or Account data.

6. Charges/Billing. You agree to pay the monthly or semi-annual subscription fee and any one-time or other recurring charges listed on your Order. You will be responsible for any taxes due associated with such fees.

Set-up fee credit-back offer: For a limited time, new Thryv clients will be eligible to receive a credit on your Thryv Account against future charges for Thryv, in the amount of the initial set-up fee you paid, if any, if you become a Daily Active User of Thryv within the initial 6-month Term of your Thryv Subscription Period. To become a “Daily Active User” of Thryv for the purposes of this credit, you must log-in to your Thryv Account on at least 13 separate days out of a rolling 30-day period, within the Initial 6-month Term of your Thryv Subscription Period, as measured by our systems. After you reach this milestone, and meet the other criteria (below), you will receive the account credit in the next month of your Thryv Subscription Period, and the credit will be deducted from your next month or period’s charges for Thryv. Outstanding account credits may be refundable on request after the authorized end of your Thryv Subscription Period. Other terms and conditions may apply to this offer – your Account must be in good standing as to payment and you must not terminate ahead of the end of your Initial Term. We reserve the right to terminate this offer at any time.

The rates specified for Thryv or add-on Thryv Solutions do not include charges that may apply for any additional services you elect, including separate charges for optional third-party services or features, such as online payments processing or third-party applications that integrate with Thryv, except as otherwise provided in your Thryv package. You agree to pay for any such services that you use or request at our standard rates or the third-party provider’s specified rates.

7. Payment Terms – RECURRING AUTO PAY. If you provide us a credit card, debit card, bank account number or PayPal account, you authorize us to charge the card or account automatically at the start of each billing period for the amount of your month or semi-annual recurring charges for Thryv, plus applicable taxes, until you notify us to cancel automatically recurring payments. It is your responsibility to keep your payment method information current, and you agree that your authorization for recurring payments will continue for any replacement payment information provided by you or the financial institution that provides your payment card, to the extent you have consented to have your financial institution auto-update your payment card information for recurring payees. Fees are due monthly or semi-annually (depending on which payment plan you elected at purchase) in advance unless otherwise indicated on your Order. You agree to pay all charges in full by the billing due date. You may not withhold any payment for any reason. We may apply payments from you, or monies owed to you, toward amounts owed under the Agreement or any other amounts you owe us.
8. Late Charges. We will assess, and you agree to pay, late charges on balances not paid by the due date. Late charges will begin to accrue after the due date at a rate equal to the lesser of 18% per annum or the highest lawful rate.
9. Usage and License. You grant us and our third party service providers specific permission to provide, administer, monitor, track and access your Account for any administrative purposes we deem appropriate. We grant you a non-exclusive, non-transferrable, limited, revocable License to use Thryv solely to manage your valid Account(s) in accordance with all terms of this Agreement. You agree that you will not use or attempt to use Thryv for any other purpose. Among other things, you will not modify, improve, reverse engineer, decompile, disassemble, copy, merge, reroute or create derivative works of or in Thryv. You agree that you will not allow another person to use your Account or Account credentials (user name, password, etc.) to access or use Thryv under any circumstances, except for authorized User accounts (formerly Staff Accounts) (note: you should not need to provide your Account credentials (password you use to log in) to any of our personnel in order to obtain customer service or support). A specific number of User Account credentials is included in your Thryv package/tier, and you may purchase additional User Account credentials for additional authorized users within your business as an add-on at the Plus and Professional levels of Thryv (not necessary for Unlimited). You are entirely responsible for maintaining the confidentiality of your Account and any Account credentials, including those for a User Account and for any charges, damages, liabilities or losses incurred. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you.
10. Operational Limits and Changes. You acknowledge that certain Thryv Solutions may be subject to limitations imposed by applicable Laws or the policies of third-party service providers that we do not control, and that these limitations may restrict or limit the availability of certain Solutions (e.g., Payments, Social Media Services, Text Marketing, Listings Management, Thryv Leads) for certain types of businesses. More information about business-type limitations is available in the Thryv Knowledge Center accessible at <https://learn.thryv.com/hc/en-us>. You understand that any information or data provided by you to us may not be

processed on a real-time basis and may be subject to the latency of the Internet, our systems, third-party networks and sites. In addition, you acknowledge that wireless carriers may implement changes, that delay or prohibit our provision of Thryv or a Thryv Solution. We and our service providers will not be responsible or liable for delays or non-delivery of the services caused by wireless carriers, third-party networks, internet providers or search engines. You acknowledge that the operation of Thryv, including the Solutions, may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors, and we shall not be responsible to you or others for any such interruptions, errors or problems or an outright discontinuance of Thryv. We will make reasonable efforts to keep the Thryv operational 24 hours a day/7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by circumstances beyond our control, including but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, third party service provider failures or delays, or Internet service provider failures or delays.

11. Security/Digital Transactions. You are responsible for ensuring the security of all passwords we provide you. You also are responsible for all acts and omissions of your password users. You agree that **the conduct of any password users in clicking on any on-screen buttons, or engaging in any other similar conduct, will be legally sufficient for all purposes to bind you to the same extent as though evidenced by your original signature. You waive all claims or defenses that are inconsistent with the foregoing acknowledgements.** We may revoke your password or deny you or any password user access to any back office functionality, in whole or in part, at any time in our reasonable discretion.
12. Complying with the Law. You understand that you and your usage of Thryv must comply with all applicable laws, rules, regulations, codes and requirements, as well as amendments to these laws, rules, regulations, codes and requirements (the “Laws”) related to Thryv and the included features. This includes, but is not limited to, the Telemarketing and Consumer Fraud & Abuse Prevention Act, Telephone Consumer Protection Act of 1991, and The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM). No Spam Policy: You agree not to use your Thryv Solutions for the posting or sending of, nor include or reference any domain name(s) or URL(s) associated with your Solutions in, unsolicited commercial advertising, email, information, announcements, texts or other messages or any other unsolicited distribution commonly considered to be “Spam.” We may detect, manage, and eliminate Spam generated from your use of Thryv. You acknowledge that the server space on which your Solutions are hosted, and the Internet connections through which any advertising and communications transactions are conducted in connection with Thryv, will be unsecure and that the complete privacy of your data and messages transmitted while using Thryv cannot be guaranteed. You understand that Thryv is not intended to be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and is not intended to be used to communicate “protected health information.” If you do share any protected

health information, you do so at your own risk. Because you will have the capability to accept credit card payments using Thryv, you agree to comply with applicable Payment Card Industry Data Security Standards (“PCI DSS”) and Laws with respect to all card data, and to the extent you have the capability to accept payment via ACH debit from a bank account, you agree to comply with National Automated Clearing House Association (“NACHA”) rules, as applicable. You agree that we will have the right to collect and use the data collected about users from the servers used to provide the Thryv customer portals and that our collection and use of such data is subject to our Privacy Policy which is available at www.corporate.thryv.com/privacy. You agree that any privacy policy you adopt and notice you post to govern your collection and use of data from the customer portal web pages or your Thryv Website must include notice that third parties such as us will collect and use data. For your convenience in complying with privacy-related Laws, we may offer a sample, template privacy policy that you may adopt, customize or draw from to draft your own privacy policy and notice. This model document is for informational purposes only and should not be considered or relied upon as legal advice or legal documentation. We do not represent that any sample privacy notice will comply with all of your obligations under law for your specific business or industry, and we may not update such sample privacy notice when there are changes in laws, rules, regulations, best practices, and other requirements. You agree that you remain solely responsible for your compliance with the provisions of such privacy notice and all applicable Laws.

13. **Our Rights/Remedies.** If you or your affiliates do not pay all charges by 30 days after the due date, fail to meet any other obligation under this Agreement or under any other agreement between us, or make any Client Representation (defined below) or warranty that is or becomes untrue, we may, without notice: (i) require you to pay immediately all unpaid amounts you owe and will owe for your Account; (ii) remove, suspend, or modify your Account access; (iii) suspend or terminate your Account without liability; (iv) recover all collection costs and attorneys’ fees; and (v) pursue any other available legal or equitable remedies. If we receive notice from another party contesting your right to use or display a name, trademark, service mark or other content, in addition to the remedies above, we may, without liability to you, cancel or suspend your Account or affected Thryv features until you have resolved the dispute with the other party to our satisfaction. We may also remove the disputed content immediately. We may change any content you submit via Thryv to conform to our standards, practices and policies or the policies of any third party on whose site, platform or network on which such content is published.
14. **Notices/How to Contact Us.** All notices must be in writing and sent by going to www.corporate.thryv.com/contact-us and completing the requested information in the “Send us a Message” section. Cancellation or Termination notices must include your business name, telephone number, and address, and must be directed to the Customer Service department. For questions about this Agreement or your Thryv or Thryv Solutions, please call Client Care at 866-519-0475.
15. **Limitation of Liability/Disclaimers.** We are not responsible for any claim that arises between your customers and you related to use of Thryv. If you experience issues

with your use of Thryv, you agree that we may, at our discretion, provide free services, but under no circumstances will refunds be provided. We will have no liability with respect to any services or features provided to you at no cost. **The total aggregate liability for us and our affiliates for errors, negligence, any breach of this Agreement, and any other cause of action or wrongful act is limited to the amount you have paid under your Account for Thryv prior to any claim. We are not liable for consequential damages, punitive damages, incidental damages, or damages for harm to business, lost revenues, profits, or goodwill, or any other special damages, whether the claim is based on negligence, breach of contract or express or implied warranty, strict liability, misrepresentation, statute, tort, or any other theory of recovery, even if you or we knew such damages could or may result. We disclaim any obligations, representations, or warranties, whether express or implied, that are not expressly set forth in the Agreement including any warranty of merchantability or fitness for a particular purpose.** Without limiting the generality of the foregoing, we do not warrant and you expressly disclaim any reliance on any statements or representations, including estimates, not contained in the Agreement. The limitations in this Section shall apply notwithstanding any failure of essential purpose under this Agreement. We are not liable to you for any deviation from or change in our policies, practices, and procedures.

16. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration. **In any legal proceeding relating to this Agreement, the parties agree to waive any right they may have to participate in any class, group, or representative proceeding and to waive any right they may have to a trial by jury.** Any claim, controversy, or dispute that arises under or relates to this Agreement (other than claims to collect amounts you owe), including any dispute regarding Thryv will be referred by the aggrieved party to **binding arbitration under the Commercial Rules of the American Arbitration Association (AAA).** **The arbitration shall occur in Dallas County, Texas unless we mutually agree to another location. Thryv shall be deemed to have been provided in Texas. The arbitration hearing shall be held within 6 months after the filing of the arbitration demand with the AAA.**
17. Your Content. “Client Content” means content you, or any person(s) using your Account login, supplies to us for publishing, posts directly, or asks us to use in Thryv or any Solution. You grant us, our third-party service providers and their third-party providers, as applicable, a perpetual, royalty-free, sub-licensable, non-exclusive, fully-paid, worldwide, irrevocable right and license to store, use, copy, record, modify, display, publish, publicly perform, distribute (in any form or media), transmit by any means, and create derivative works from the Client Content. You are solely responsible for the Client Content and will produce and deliver all Client Content in accordance with our then current guidelines, procedures, technical requirements, and deadlines. If you fail to comply, we may cancel or suspend your affected Thryv features.
18. Our Rights in Content/Copyright/Trademarks; Publicity. If we create or supply any content for your use with Thryv, the content we create is our sole and exclusive property (“Thryv Content”), except for included Client Content and any content we

license from a third party. You understand that we may supply such Thryv Content or similar content to our other clients. You agree that you have no right to use Thryv Content apart from Thryv without our written permission. You also agree that to the extent you permit us, including orally or by posing for a photo, to record your likeness and/or voice in any medium, then you grant us the right to edit, use, publish, distribute, or display your likeness and/or voice, in whole or in part, for any lawful purpose in relation to Thryv or you purchase or use of Thryv, in any manner and medium, including but not limited to, advertising, publicity or promotional material online and in print. You agree that we own the copyright in, and all copyrighted portions of the Thryv service. You agree not to use or alter any trademark, trade name, trade dress or any name, picture or logo that is commonly identified with us or our affiliates unless permission is granted by us in writing. You agree that: (i) we may truncate, edit, refuse, reject or exclude from any use in connection with the Solutions any content we obtain or links we establish under the licenses you grant us herein; (ii) we may modify, expand, or utilize data within, augment content from, or add links to your Solutions 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 Solutions may appear on the Internet may differ from the specific categories and keywords that you selected.

19. Client's Representations. You represent and warrant that: (i) you have the unrestricted right to use, and to grant the licenses you grant in this Agreement with respect to, all Client Content and that your licensing of Client Content to us will not infringe any third party copyright or trademark rights; (ii) you will comply with all applicable Laws and you and any individuals having access to your Account have all required licenses to provide the goods and services advertised in all applicable jurisdictions; (iii) you have not made any false or misleading claims in Client Content or any communications via Thryv; (iv) in the event you use third-party social media logos or other branding in your advertisement(s) or communications, you are and will remain a member in good standing of each social media platform represented with logos and/or branding in your advertisement(s), in accordance with the rules and/or terms and conditions of such platforms; (v) you will comply with our digital privacy policy and terms of use as applicable (vi) you have not requested, and will not use, Thryv for any unlawful purpose or business; (vii) you have not violated any contractual or legal obligation by entering into the Agreement and requesting us to provide the Thryv services to you; (viii) you are or represent the business identified in your Account profile; and ix) and all contacts you provide us for Thryv have opted into all forms of communication in compliance with all Laws (collectively, your "Client Representations"). **You will notify us immediately if any of the above becomes inaccurate.**
20. Indemnification. You agree to defend, indemnify and hold us and our agents, representatives, employees, and affiliates harmless from any liability or costs, including attorneys' fees and expenses, resulting from: (a) any breach of a Client Representation; (b) your failure to comply with all Laws; (c) any act, omission or fault of you or your employees, agents or contractors in connection with your use of

Thryv; (d) any claim that the Client Content or other information provided by you violates any applicable Law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right; (e) any communication you send through Thryv or your collection or use of any information obtained through Thryv; (f) any transactions initiated through Thryv and any payment processing services. You will continue to be obligated by this Section even after the termination of the Agreement.

21. Governing Law and Jurisdiction. You agree that the Agreement will be governed by Texas law. Exclusive venue and jurisdiction for all claims and disputes that are not subject to arbitration pursuant to Section 17 will be in the state and federal courts located in Tarrant County, Texas.
22. Entire Agreement. This Agreement constitutes the entire agreement between you and us and supersedes all prior agreements and representations, whether express or implied, written or oral, with respect to Thryv. You agree not to include any limiting endorsement on a check or other form of payment, and we may cash a check containing a limiting endorsement or accompanied by any limiting instruction without affecting your obligations or our rights. Neither you nor any of our employees or agents are authorized to change or add to the Agreement or any other documents that are part of the Agreement in any way, and any purported change or addition, whether oral or written, is void.
23. Assignment. The Agreement is binding on you and your successors. We may assign the Agreement, but you may not without our prior written consent.
24. Miscellaneous: Unenforced Rights. Except as otherwise set forth in the Agreement, neither you nor we will lose any of our rights under the Agreement, even if you or we do not enforce a right or delay in enforcing a right. Force Majeure. Neither party will be liable for any damages arising from acts of God or events outside of that party's reasonable control. Severability. If any provision of the Agreement is found to be unenforceable, the rest of the Agreement will remain in full force and effect.
25. Electronic Signature. You agree that your acceptance of these Terms and Conditions, given electronically, will have the same legal effect as if the Terms and Conditions had been personally signed in writing by you. Our imaged copy of these Terms and Conditions will be deemed a duplicate original for evidentiary purposes.
26. **Contact by Us.** **Following the acceptance of these Terms and Conditions, if you have provided a phone number, mobile phone number and/or email address for contact purposes, you consent to receiving electronic correspondence from us at such number or address via phone call, facsimile, email or text, including via auto-dialer or recorded message. This includes, but is not limited to, promotional offers, transactional communications, including updates to terms and policies, and renewal and unable-to-contact notices. This consent is not a condition of purchase. To opt out of such communications, follow opt-out or unsubscribe instructions included in the text message or email, or contact Client Care at 844-339-6334. You agree that telephone conversations between you and us or our agents may be monitored and/or recorded.**