

Keap Academy Online Event Terms

Attention Event Attendee: Please take a moment to review the Terms and Conditions for the Event.

Terms and Conditions

These terms and conditions (these “Terms”) govern your registration for and participation in the online webinar or deminar presented by Keap Academy, a Thryv, Inc. brand (the “Event”) and are an agreement between Thryv, Inc. (“Thryv”, “we”, “us”, or “our”) and you. You represent to us that you are authorized to enter into these Terms.

EVENT

You may only register for and attend the Event in accordance with these Terms. To register for the Event, you must complete the Event registration process. Sharing your registration with another person is a violation of these Terms and may result in your access to the Event being terminated.

AGE LIMITATION

Attendees must be 18 years of age on the first day of the Event in order to attend the Event.

PHOTOGRAPHY, AUDIO AND VIDEO RECORDING

By attending the Event, you acknowledge and agree that Thryv or our third-party vendor have the right to use, reproduce, broadcast, rebroadcast, or incorporate in any manner whatsoever, all or any portion of photographs and/or videos of you or your participation in the Event for use in marketing materials and/or training materials and for internal use (“Materials”). You irrevocably, grant, transfer, and assign a nonexclusive, perpetual, sublicensable, worldwide, royalty free right and license to Thryv and our third-party vendor in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world. You understand that the Materials may be substantially edited, altered, rearranged or modified.

INFORMATION

By providing your contact information during the registration process for the Event, you consent to receiving telephone calls and/or electronic promotional and marketing messages from or on behalf of Thryv about its products and services. You may withdraw your consent at any time by contacting Keap Academy at academy@keap.com, by opting-out of email marketing directly on Keap Academy’s [unsubscribe page](#), or at 1260 S Spectrum Blvd. Chandler, AZ 85286 USA. For more information on how Thryv handles your personal information, please see our privacy policy located at <https://www.thryv.com/privacy/>.

EXPECTED BEHAVIOR POLICY

We are committed to creating a safe environment that is inclusive and free from discrimination, regardless of race, religion, color, national origin, sexual orientation, gender expression or identity, transgender status, age, disability, veteran or marital status, or any other protected categories under applicable law.

All attendees must abide by the following Expected Behavior Policy:

- Be considerate of those around you.
- Be respectful of others and viewpoints that may be different from your own.
- Be mindful of your words and actions.
- Unacceptable behaviors may include, but are not limited to:
 - Offensive or unwanted behavior or language related to race, religion, color, national origin, sexual orientation, gender expression or identity, transgender status, age, disability, veteran or marital status, or any other protected categories under applicable law.
 - Visual harassment, such as sexual images or sexual language at the Event, including presentations and slide decks.
 - Intimidation or bullying.
 - Any other illegal activity not listed herein.
 - Failure to follow any of the rules or regulations of the Event or instructions of the Event staff.
- Consequences of Unacceptable Behavior
 - Unacceptable behavior will not be tolerated. If an attendee is seen engaging in unacceptable behavior, we may take any action they deem appropriate, up to and including expulsion from the Event without warning or refund.
 - If appropriate, law enforcement may become involved.
- Reporting Behavior
 - If you are the subject of, or witness to any violations of these Terms and Condition, you may contact us by sending an email to academy@keap.com.

VIEWS

The views expressed by any Event attendee, speaker, exhibitor or sponsor are not

necessarily those of Thryv. All event attendees, speakers, exhibitors and sponsors are solely responsible for the content of any and all individual or corporation presentations, marketing collateral, advertising and online Web content.

DISCLAIMER

We will provide you online access to and use of the Event via the Internet by use of an attendee-provided browser. You are solely responsible for obtaining and maintaining, at your own expense, all equipment needed to access the Event, including but not limited to Internet access and adequate bandwidth.

USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE EVENT AND CUSTOMER DATA. ACCORDINGLY, WE CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

STATEMENT OF LIABILITY

Except where prohibited by applicable law, we do not bear any legal liability or responsibility for the safety of any attendee participating in the Event. We disclaim any liability for the acts of any outside persons or entities related to the Event.

We reserve the right to cancel the Event without liability.

Each attendee shall be personally responsible for his/her behavior. The organizers do not accept responsibility for the behavior of any attendee or outside entity during the Event.

We shall not be liable for any delays or failure in performance or interruption of services resulting directly or indirectly from any cause or circumstance beyond our reasonable control including but not limited to, acts of God, war, terrorism, failure of transportation, weather, accidents, fires, electrical failures, strikes, labor disputes, postal delays, explosions, and government orders or regulations.

Attendees at the Event agree to indemnify, defend, and hold harmless Thryv and its respective officers, directors and agents, against all claims arising out of actions or omissions of attendee at or in connection with the Event. To the maximum extent permitted by law, you (for yourself, your heirs, dependents, personal representatives, assigns, and anyone else who might make a claim on your behalf or as a result of your death or injury) hereby release Thryv and its respective directors, officers, employees, contractors, representatives, agents, successors, and assigns, from any and all claims, demands, causes of action, suits, damages, losses, debts, liabilities, costs and expenses (including

without limitation reasonable attorneys' fees and costs) that you may have now or in the future associated in any way with the Event or the Materials.

EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY KIND WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, OR BASED ON ANY OTHER CAUSE OF ACTION.

GENERAL

The laws of the state of Texas without giving effect to its conflict of law provisions, govern these Terms and any dispute of any sort that might arise between the parties. Any dispute must be litigated exclusively in the state or federal courts located in Tarrant County, Texas to whose exclusive jurisdiction the parties hereby consent.

If applicable, we reserve the right to substitute an equally qualified speaker in case of an emergency or cancellation. We have no duty with respect to presenters, exhibitors or sponsors, and makes no endorsements of any presentation or product.

Registration fees are non-transferable. If circumstances change and you can no longer attend the Event, you may cancel your registration by responding to the payment confirmation email. Refunds will not be awarded for canceled registrations. Questions or concerns can be directed to academy@keap.com.

We may revise these Terms and Conditions at any time.

Registering to attend the Event is acknowledgment and acceptance of these Terms.