

ThryvSM Customer Management Terms and Conditions

These Customer Management Terms and Conditions govern your use of the customer relationship management (CRM) services (both mobile and internet-based) and business tools offered by us and these additional terms supplement your ThryvSM or SYNCSM powered by Thryv Terms and Conditions, as applicable. Any terms capitalized but not defined herein shall have the meaning set forth in the Thryv or SYNC Terms and Conditions.

1. The CRM Service

The “CRM Service” is a feature of Thryv that allows you to manage your business’s customers (“Customers”) through the use of a customer records list and various other tools to help you communicate and exchange information with Customers or prospects/leads (communication Inbox). Although not available with SYNC, depending on your Thryv package level, Thryv CRM may provide you the opportunity to schedule appointments, exchange and store documents, and promote your products and services (“Client Products”) through the use of email and SMS text marketing, and the ability to allow certain numbers of your staff or others in your business to access Thryv through their own account credentials.

For SYNC, CRM Service includes a Customer list limited to a certain number of contacts (currently 50), and a Communications Inbox to enable you to communicate with Customers or prospects.

For Thryv, except where limited or prohibited by law or policy for a particular type of business, all CRM Service packages include:

- Client Communication Inbox
- A Customizable Contacts Manager with Contact Tags & Filters & Contact data enrichment
- Transactional Email and SMS Text Messages
- 2-way SMS texting from your business phone (text enabling for non-mobile number)
- Ability to create and schedule Email and SMS Text Marketing Campaigns
- Access to Thryv Marketing Content Library
- Automated Marketing Campaigns with templates
- Customer Portal web page with password-accessed Client Zone
- Booking Services (appointment scheduler)

Options based on Thryv package purchased:

- # of Business User Account credentials included
- # of services supported
- # of promotional SMS text and email messages included
- Amount of document storage space included

You and Customers are both users of the CRM Service and are herein after referred to collectively as “Users.”

2. 2-Way SMS Texting

If you do not have a telephone number that can be SMS/text enabled, we may provide a provisioned telephone number (an “SMS Number”) acquired by us for use within your CRM Service. Use of a SMS Number in your CRM Service will enable you to send and receive text messages from within Thryv and will allow us to attempt to reduce the number of unwanted texts coming in to your business. You acknowledge that accepting the SMS Number means that you authorize us to take measures to reduce the number of spam texts that come in to your business via the SMS Number and to not deliver to your business such texts that are determined, through use of our analytics systems and screening methods, to likely be unwanted spam texts. You authorize us to act as your agent in acquiring or provisioning the SMS Number for your use with the CRM Service and grant us the exclusive right to receive all text data arising from the SMS Number. We do not guarantee any specific exchange for the SMS Number. You understand and agree that your customers may incur mobile charges when texting the SMS Number. You agree that, as between us, we have all rights and licenses in and to the SMS Number, but that ownership of the SMS Number cannot be transferred to you by us at any time during or after the term of your CRM Service, and that when your subscription to the CRM Services ends, the SMS Number will be disconnected or may be reassigned to another business. You will not cause or permit the SMS Number to be published or otherwise used apart from your CRM Service, and you cannot assign or transfer the SMS Number to a third party. You authorize and give full permission and consent to us to install, implement, use, and enable, as applicable, in the CRM Service the SMS Number, and to permit us to collect, use and store information collected via the SMS Number. You agree to cooperate with us as required to enable the SMS Number. You grant us and our third party vendors specific permission to administer, monitor,

and access the SMS Number and use the data collected from the SMS Number to provide reports to you and for other administrative purposes, in our sole discretion. You agree to treat as confidential any personally identifiable information provided to you or contained in the text messages or reporting that results from your use of the SMS Number.

3. Term

The term of the CRM Service will align with your Thryv Subscription Period/Thryv Product Term or SYNC Subscription Period, as applicable.

4. Your Representations as to Your Use of the CRM Service; Operational Limitations and Changes to the Service.

A. Accounts

You agree that you will not allow another person to use your Account credentials to access or use the CRM Service under any circumstances, except for your business's authorized Users with their individual User Account credentials (formerly known as Staff Accounts). You are solely and entirely responsible for maintaining the confidentiality of your Account credentials and for any communications or marketing campaigns authorized or conducted using your Account, including any charges, damages, liabilities or losses incurred or suffered as a result of you failure to maintain the security of your Account. You agree to maintain your Account solely for your own business use.

B. Your Use of the CRM Service.

As applicable, You agree and represent that you will honor the reservations or appointments made by Customers through the CRM Service, or will communicate with them in advance to resolve any conflicts with the Customer. You are solely responsible for all customer service issues relating to your use of the CRM Service and for all marketing or other interaction with Customers related to your Client Products.

You understand that any enhancement of your Customer Records within the CRM with images is intended for your convenience and informational purposes and your internal administrative uses only. These Customer images should not be used for any public-facing purpose including in communications or marketing.

You will not use the CRM Service to engage in any fraudulent or illegal marketing activities. We reserve the right to remove or reclaim any username on your Account used for marketing or communication purposes if we believe, in our sole discretion, the username is inappropriate, offensive or confusing or potentially violates the rights of a third party (such as when a trademark owner provides notice that a username is similar to their trademark and the username does not closely relate to the User's actual name or trademark rights).

We cannot guarantee it, but we will make commercially reasonable efforts to keep the CRM Service and its features safe and spam free. In order to help us do so, you agree not to:

- send or otherwise post unauthorized commercial communications (such as spam texts or emails) through the CRM Service.
- collect Users' content or information, or otherwise access the CRM Service, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
- engage in unlawful multi-level marketing, such as a pyramid scheme, on the CRM Service.
- upload viruses or other malicious code.
- solicit login information or Account credentials or access an account belonging to someone else.
- bully, intimidate, or harass any User.
- post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
- develop, advertise or otherwise market alcohol-related or other mature content.
- use the CRM Service to do anything unlawful, misleading, malicious, or discriminatory.
- do anything that could disable, overburden, or impair the proper working of the CRM Service, such as a denial of service attack.
- facilitate or encourage any violations of these Customer Management Terms of Service.

- 5. Compliance with Laws.** You agree you will follow all laws, rules, regulations and industry standards related to your business's use of the CRM Service ("Laws"), including but not limited to, as applicable, 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 (CAN-SPAM) Act of 2003. Without limiting the foregoing, you agree that you may not use the SMS services to transmit or disseminate any: (i) unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers; (iii) material or data, that is illegal, or

material or data that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of us and/or our third party service providers or any third-party service provider involved in the provision of the SMS services; material or data that is illegal drugs-related (e.g., marijuana, cocaine), and related to pharmaceuticals, specifically mentions any wireless carrier or copies or parodies the products or SMS services of any wireless carrier; viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; material or information that is false or misleading, or likely to mislead or deceive; or (iv) signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of us and/or our third party service provider or any third party.

You acknowledge and agree that certain Laws and the policies of the carriers and other service providers may limit the types of businesses or content that may be transmitted via SMS Text message or email. For example, Text marketing messages may not contain any content related to S(ex or adult services), H(ate or hate speech), A(lcohol, including beer and wine), F(irearms or other weapons), T(obacco or vaping) (SHAFT). You agree to abide by these Laws and any policies we make available in the CRM Services and we reserve the right to limit your future access to the CRM Services if you do not comply.

You confirm that you will comply with applicable Payment Card Industry Data Security Standards, (“PCI DSS”) and the National Automated Clearing House Association (“NACHA”) rules, as applicable, if you collect any payment information through the CRM Service.

You agree to bind your Users of the CRM Service to any restrictions in these Terms of Service, including, but not limited to, those stated above.

6. HIPAA Notice

You should not share any protected health information with service providers via the CRM Service. The CRM Service is not intended to be used to communicate protected health information, and it is not intended to be compliant with the Health Insurance Portability and Accountability Act (HIPAA). The term “protected health information” means any information that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual. If you do collect, store or share any protected health information via the Thryv or SYNC CRM services, you do so at your own risk.

7. Disclaimers

We are not liable for any harm caused by or related to the theft of your account credentials, your disclosure of your account credentials, or your authorization to allow another person to access or use the services using your account credentials. We make no representations or warranties whatsoever with respect to products or services offered or provided by businesses or requested by their customers through use of the CRM services, whether in public, private, or offline interactions, or about the accreditation, registration or licensing of any professional and disclaim any responsibility for same. Regarding Appointment Scheduling Services, you understand and agree that we do not routinely screen your Users, inquire into the background of your Users or attempt to verify information provided by any User is accurate or truthful.

The CRM services may contain links to third party websites, applications, services and widgets that are not owned or controlled by us and we assume no responsibility for the content, privacy policies, or practices of any third party websites, applications, services or widgets. In addition, we will not and cannot censor or edit the content of any third-party site. By using the CRM services, you expressly relieve us from any and all liability arising from your use of any third-party website, application, service, or widget.

You expressly understand and agree that: we and/or our third party service providers exercise no control whatsoever over any content or user information, including the content of messages, that may be transmitted and/or generated using the email or SMS text services. We and/or our third party service providers’ responsibilities are limited to transmitting the information to and from the parties. Your use of the services is at your sole risk. You are fully and solely responsible for your interactions with other Users and you agree that it is solely your responsibility to take reasonable precautions in all actions and interactions with other businesses and customers and in the provision or receipt of services. We are not responsible for the conduct, whether online or offline, of any User of the CRM services. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Please carefully select the type of information that you post on the CRM services or through the CRM services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other participants or users.

THE CRM SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT (I) THE CRM SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (II) THAT YOUR ACCESS TO OR USE OF THE CRM SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (III) THAT ANY DEFECTS IN THE CRM SERVICES WILL BE CORRECTED, OR (IV) THAT THE CRM SERVICES OR ANY SERVER THROUGH WHICH YOU ACCESS THE CRM SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU UNDERSTAND THAT IN USING THE CRM SERVICES, ANY SENSITIVE INFORMATION WILL TRAVEL THROUGH THIRD-PARTY INFRASTRUCTURE THAT IS NOT UNDER OUR CONTROL (SUCH AS THIRD-PARTY SERVERS). WE MAKE NO WARRANTY WITH RESPECT TO THE SECURITY OF SUCH THIRD-PARTY INFRASTRUCTURE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE CRM SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

8. Limitation of Liability and Release. WE EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS RELATED TO OR ARISING FROM USE OF THE CRM SERVICE. BECAUSE WE ARE NOT INVOLVED IN THE ACTUAL INTERACTIONS BETWEEN BUSINESSES AND CUSTOMERS OR IN THE PROVISION OF ANY BUSINESS'S SERVICES, YOU HEREBY RELEASE AND FOREVER DISCHARGE US AND OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR LIQUIDATED, ARISING FROM OR RELATED TO ANY DISPUTE OR INTERACTIONS WITH ANY OTHER USER, WHETHER ONLINE OR IN PERSON, WHETHER RELATED TO THE PROVISION OF A BUSINESS'S SERVICES OR OTHERWISE.

9. Our Rights

We may change, modify, suspend, or discontinue all or any part of the CRM Service at any time, with or without reason. We reserve the right to remove any incorrect, out of date, or illegal information from profiles, as well as the entire profile itself. We reserve the right to remove or change any content, including, but not limited to, any images, from the CRM Service, at our sole discretion. We reserve the right to suspend or terminate the Account of anyone who provides inaccurate, untrue, or incomplete information, fails to comply with applicable Laws, or who fails to comply with the account registration requirements or the other requirements in these Terms and Conditions. Upon closure of an Account, any pending transactions will be cancelled.

10. Privacy

With regard to any webpage that collects data from site visitors that may be included as a component of the CRM services, you agree to post and comply with a privacy policy that informs consumers from whom you collect information that you and third parties may collect information about their interaction with your business or the CRM Service, and how you handle that information. We will have the right to collect and use the data collected via the CRM Service as described below. You must post these types of policies on your sites, and include a hyperlink to these policies in all emails and text messages you send out via the CRM Service. By using the CRM Service, you may receive information about Customers or other third parties, which you should keep confidential and use only in compliance with Laws. You may not use such information for marketing purposes unless you receive the express consent of the Customer or other third party. For your convenience, we may offer a sample privacy policy that you may adopt, customize or draw from to draft your own terms and privacy policy, but these model documents are 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 policy will comply with all of your obligations under law for your specific business or industry, and we may not update such sample terms of use and privacy policy when there are changes in laws, rules, regulations, best practices, and other requirements. You agree that you remain solely responsible for your compliance with applicable Laws.

Our collection of data and information via the CRM Service from Users and others is subject to our Privacy Policy which is available at www.corporate.thryv.com/privacy/ and is incorporated herein (the "Privacy Policy"). You understand that through your use of the CRM Service that you consent to the collection use and sharing (as set forth in the Privacy Policy) of such data and information. This includes, Personally Identifiable Information You Knowingly Provide, Personally and Non-Personally Identifiable Information We Collect Automatically, and Non-Personally Identifiable Information You Knowingly Provide. We collect and may store and share personally identifiable information that you knowingly provide to us. In addition, as you (and other users) browse or use the CRM Service, our web servers, and non "Thryv Family" companies with which we have an agreement may, automatically collect, store, share and track certain information about such visits or site use, usually through the use of browser cookies, JavaScript files and tagging, web address tracking codes, file impression counts, "web beacons", and the analysis of http headers ("Tracking Methods"). In some cases, we may also collect, store and share non-personally identifiable information that you provide.

11. Security

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

12. 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 any breach of these Customer Management Terms and Conditions.