

ThryvSM Online Listings Management Terms and Conditions

These Online Listings Management Terms and Conditions govern your use of the online business listings management services provided with Thryv or Sync powered by Thryv (the "Listings Management Service" or "Service" as used herein), and supplements your ThryvSM or Sync Terms and Conditions, as applicable. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Thryv or Sync Terms and Conditions, as applicable.

1. Services.

- a. We will provide you with a subscription to the Listings Management Service, which will include:
 - (i) Syndication of your business listing information to various third party business directories and search engines (the "Listing Partner Sites") of providers who participate in the Service (the "Listing Partners"); and
 - (ii) Ability to view and manage your business listing information and see status across various Listing Partner Sites.

- b. Google services: You agree that as part of the Services we or our third-party service providers may create, claim, verify, edit and manage your Google My Business listing/account during the Term (as defined below). Our ability to create, edit, or verify your Google listing or account is conditioned on your participation with us and Google. Failure to participate accordingly will forfeit this part of the Services. You should familiarize yourself with the following Google resources:
 - [Google My Business](#)
 - [About Google My Business](#)
 - [Edit your business information](#)
 - [How Google uses business information](#)
 - [Someone else verified my business](#)

2. Term. The term of the Listing Management Service will align with your Thryv Subscription Period, Thryv Program Term, or SYNCSM powered by Thryv Subscription Period.

3. Limitations. You hereby acknowledge and agree that (i) the Listing Partner Sites are subject to change at any time and that Listing Partner Sites can be added and/or removed at any time, (ii) all content submitted by you shall be subject to the Listing Partners' standards and policies, and that any such content may be rejected, in whole or in part, by a Listing Partner at any time in its sole discretion, or modified at any time to comply with such policies, (iii) we do not guarantee that any listing or tag will be displayed on any Listing Partner Site, (iv) if the Service is terminated, Listing Partners may, at their sole discretion, revert business data to the manner in which it appeared prior to the Service being provided, and (v) the appearance and/or location of any listing tag placement may change at any time. WE SHALL HAVE NO LIABILITY FOR ANY CHANGE IN THE LISTING PARTNER SITES, FOR ANY DECISION BY A LISTING PARTNER TO REJECT OR MODIFY ANY CONTENT SUBMITTED BY YOU, OR FOR ANY OTHER DECISION, CHANGE OR OTHER ACTION DESCRIBED IN CLAUSES (i), (ii), (iii), (iv) OR (v) OF THE PRECEDING SENTENCE. WE ALSO HAVE NO LIABILITY SHOULD ANY LISTING PARTNER REFUSE TO UPDATE, CHANGE OR REMOVE BUSINESS LISTING DATA OR REFUSE TO ACCEPT DATA POINTS WE PROVIDE. You agree to abide by any third party terms or restrictions associated with the Service.

4. Licenses. We hereby grant you a limited, non-exclusive, non-transferable right and license to access and use the Service or dashboard solely in connection with your legitimate business needs. This license will terminate in the event the Term of your Thryv or SYNCSM powered by Thryv expires or is terminated, in which case you will immediately cease any further use of the Service or dashboard.

5. Ownership. The Service is the copyrighted work of ours and/or our various third party licensors and partners.

6. Trademarks. The trademarks, service marks, logos and any designs used or displayed on the Service are trademarks and/or service marks owned by us or our licensors. Nothing in the Thryv Terms and Conditions shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our trademarks displayed on the Service without our prior, written permission in each instance. The appearance of any third-party trademarks does not in any way imply any connection, license, approval or other such relationship of any kind with such third party.

7. Usage Restrictions. Your use of the Service is limited solely to those rights granted in Sections 1 and 4. You shall not copy, prepare derivative works, decompile or reverse engineer the Service. You will not remove any trademark, copyright, or other proprietary rights notices which appears on the Service. In addition, you will not use the Service for

any unlawful or fraudulent purpose including, but not limited to: (a) impersonating any person or entity or (b) harvesting or collecting any personal information in violation of applicable law.

8. License to Your Content. You hereby grant us and our licensees a non-exclusive, worldwide, paid-up, royalty- free, transferable (in the event of a sale or other change of control of our business), perpetual, irrevocable right and license to use, copy, publish, distribute, syndicate, reformat and duplicate (for example, to improve accuracy and/or standardize formats) any and all listing content, Special Offer content and other content that you provide in connection with your use of the Service. We may sublicense this right to any Listing Partners and other online partners. This license will survive any termination or expiration of these terms and conditions.

9. Additional Disclaimers/Limitation of Liability. **THE SERVICE AND ANY OTHER SERVICES PROVIDED BY US IN CONNECTION WITH THE THRYV TERMS AND CONDITIONS ARE SUPPLIED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT UNDER APPLICABLE LAW, WE AND OUR SERVICE PROVIDERS MAKE NO, AND DISCLAIM ALL, WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), GUARANTEES, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR OTHERWISE. OURS AND OTHER WEBSITES, DATABASES AND/OR THIRD PARTY PROGRAMS CONTAINED WITHIN THE SERVICE MAY CONTAIN BUGS, ERRORS, PROBLEMS AND/OR OTHER LIMITATIONS. WE HAVE NO LIABILITY, WHATSOEVER, TO YOU OR ANY THIRD PARTY, FOR ANY OTHER PARTY’S SECURITY METHODS AND PRIVACY PROTECTION PROCEDURES AND/OR ANY PARTY’S USE OF, OR INABILITY TO USE, OUR WEBSITES, DATABASES AND/OR PROGRAMS. WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, THAT ANY OTHER PARTY’S SECURITY METHODS, PRIVACY PROTECTION PROCEDURES AND/OR ANY PARTY’S USE OF OUR WEBSITES, DATABASES AND/OR PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL WE OR ANY SERVICE PROVIDER OR LISTING PARTNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THRYV TERMS AND CONDITIONS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE, OR CONSIDERED IN BREACH OF THE THRYV TERMS AND CONDITIONS, ON ACCOUNT OF A DELAY OR FAILURE TO PERFORM UNDER THE AGREEMENT, AS A RESULT OF CAUSES OR CONDITIONS THAT ARE BEYOND OUR CONTROL.**

10. Confidentiality. You may not disclose these terms and conditions or the Thryv Terms and Conditions to any third party, except to your professional advisors under a strict duty of confidentiality for your benefit only or as necessary to comply with applicable laws or regulations.