

SEARCH ENGINE MARKETING PLUS ADVERTISING TERMS AND CONDITIONS
(rev Jan 2020)

If you have ordered the Search Engine Marketing (“SEM”) Plus program, you agree to following additional terms and conditions. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Services Agreement (SA).

1. The “**SEM Plus Services**” (herein so called) is a program whereby we may place a bid on your behalf for your advertising to appear on various Program Sites (defined below) as provided in these terms and conditions. You authorize us to (i) place your SEM Plus Services on our Digital Platform, other Program Sites we own, and third-party Program Sites in response to searches or selections by or characteristics of end users, and designate us as your agent to do so, and (ii) allocate the SEM Plus Services and the spend from your budget among Program Sites at our discretion. As used herein, “**Program Sites**” means digital websites and applications that are presented to end users through any means and that meet our program criteria (which may change at any time without notice).
2. Tracking Services. SEM Plus Services include the use of Tracking Services to measure the number of incoming calls resulting from the SEM Plus Services and to provide you with periodic reports (by making such reports available online or other method in our sole discretion); therefore, our [Tracking Service and Call Record Terms](#) apply to the extent utilized for the SEM Plus Services. **Call Recording will be implemented automatically unless you contact us to opt-out.**
3. Term; Automatic Renewal. The initial term for the SEM Plus Service is 12 months or such other period as is set forth in the Order. The term will begin on the date we first submit Content to a Program Site (each as defined below). Following expiration of the Initial Term, we may automatically renew your SEM Plus Service for successive terms in accordance with Section 5 of the Services Agreement.
4. Fees and Payment. You agree to pay the monthly rates identified on the Services Agreement, a portion of which includes a monthly marketing service fee over and above the cost of media, for the period we provide the SEM Plus Service. The fixed monthly rate includes your Monthly Budget for media, which is defined below, and the marketing services fee.
5. Monthly Budget. We will attempt, but do not guarantee that we will exhaust the Monthly Budget for media each month. You acknowledge that the bidding rules and rate structures may vary by Program Site and may change at any time. You understand that if your Monthly Budget is not exhausted in a given month during the Initial Term, remaining budget will allocate to the next Initial Term month. Should you elect to renew your SEM Plus Services at the end of the Initial Term, any unspent Monthly Budget will allocate to the first month of your Renewal Term. **If you fail to renew or you cancel your SEM Plus Services at the end of your Initial Term, any unspent Monthly Budget will not be refunded or allocate to another month. The remaining unspent Monthly Budget may not be used as a credit towards other products or services.**
6. Change in Specifications. We reserve the right to change the terms on which we provide the SEM Plus Services and may change these terms and conditions by providing you notice via e-mail or by posting such changes online at <https://corporate.thryv.com/terms>. Your continued participation in the SEM Plus Services following such changes will constitute consent to such changes. In addition, we reserve the right to terminate the SEM Plus Services at any time for any reason.
7. Our Rights. We may modify the content of your SEM Plus Services or your category, category keyword, or other selections to conform to the requirements of, or to utilize the features of, a Program Site. We may modify, expand, or utilize data within your digital content or your website, business profile, or other materials you provided to develop searchable data that may appear in response to searches by end users. If you have multiple advertising campaigns (e.g. in different categories), we may select which campaign will appear in response to a business name search or other search where the category is not clearly defined. In addition, we may deactivate a campaign. We may optimize your advertising campaigns by adding relevant categories or keywords to your SEM Plus Services.
8. **Pausing Your Account. You may not pause your SEM Plus Services.**
9. **DISCLAIMERS. WE DO NOT WARRANT (I) THE NUMBER OF CALLS OR CLICKS TO BE GENERATED BY THE SEM PLUS SERVICES; (II) THAT ANY CALL, CLICK, OR IMPRESSION REPRESENTS A LEGITIMATE INQUIRY OR INDICATES ANY PROBABILITY OF A PURCHASE TRANSACTION; (III) THAT THE SEM PLUS SERVICES ADVERTISING WILL APPEAR IN RESPONSE TO A PARTICULAR QUERY; (IV) THE SPECIFIC PLACEMENT OF YOUR SEM PLUS SERVICES ADVERTISING RELATIVE TO ADVERTISING OF OTHER BIDDERS OR**

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ADVERTISERS; (V) THAT A BID, OR CHANGE TO OR WITHDRAWAL OF A BID, WILL BE IMPLEMENTED WITHIN A SPECIFIC TIMEFRAME; OR (VI) THE ACCURACY OR CURRENCY OF BIDS OF OTHER BIDDERS. YOU ACKNOWLEDGE THAT BID PRICE IS NOT THE SOLE FACTOR DETERMINING PLACEMENT OF THE SEM PLUS SERVICES ADVERTISING. YOU FURTHER ACKNOWLEDGE THAT THE DISPLAY OF SEM PLUS SERVICES INFORMATION, INCLUDING, WITHOUT LIMITATION, YOUR BIDS, BIDS OF OTHER BIDDERS, AND CLICK COUNTS WILL NOT OCCUR IN "REAL TIME" AND WILL BE DELAYED DUE TO SYSTEM CONSTRAINTS, INTERNET LATENCY, AND OTHER POSSIBLE FACTORS. WE WILL HAVE NO LIABILITY IN CONNECTION WITH THE FUNCTIONALITY OR CONTENT OF ANY PROGRAM SITE WE DO NOT OWN OR CONTROL.

10. Your Responsibilities. You represent and warrant that you have, and during the term will continue to have, the absolute and unrestricted right to use as searchable text or "keywords" all words, phrases, logos, brands, products, services, affiliations, certifications, and all advertising copy and other information you submit or select in connection with your online business profile and/or SEM advertising, all of which will be included within the term "Client Content" for the purposes of the rights, licenses and authority you grant in the Services Agreement. You agree to maintain a working email address and to notify us immediately of any changes to the email address, during the period covered by the Services Agreement

11. Our Remedies. If you breach these additional terms or the Services Agreement, including payment obligations, in addition to all other remedies available to us under the Services Agreement, you will forfeit the right to receive calling data relating to the Service and we may (i) terminate the SEM Plus Services, (ii) disconnect the Call Tracking Number, and (iii) require you to reimburse us for all Call Tracking Number charges for the Call Tracking Number and our other expenses associated with providing the Service. Such rights shall be in addition to all rights and remedies available to us under law or equity.