

Thryv Terms and Conditions

(v. 4.0) Updated May, 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.dexyp.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:

- "You" or "your" means the individual or business entered as the Account owner during Account registration.
- "We," "us" or "our" means Dex Media, Inc.- the provider of Thryv - and our subsidiaries and our third party vendors who support Thryv.
- "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.
- "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.
- "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.
- "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.
- "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 **see the attachments at the end of this document** 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 **attached at the end of this document**:
 - Customer Management(CRM)
 - Online Listings Management
 - Review Monitoring and 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 pre-requires 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. **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 payment 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 monthly 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 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.dexyp.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 notice 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 (vi) 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 <https://dexyp.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 844-339-6334.
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 Dex Media employee or agent is 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.**

Package Level	Plus
Service:	
Software Onboarding	Included
24/7 Support and Tools	Included
Software Features:	
User Account Credentials	3 Included (may purchase more for add'l fee/mo.)
Client/Customer Records:	
Customizable CRM	Unlimited
Contact Tags & Filters	Included
Data Enrichment	Included
Sales & Payments:	
Estimates & Invoices	Unlimited
Coupons	Included
Online Payment Widget	Included
Mobile QuickPay Application	Included
Payment Processing: Braintree/PayPal OR Stripe	Available
Customer Communication:	
Client Communication Inbox	Included

Follow-up Reminders	Included
Read Receipts	Included
2-way SMS Texting from Business Number	Included
Online Presence	
Client Portal	Included
Client Zone	Included
Editable Widgets	Included
Listings Management Across 60+ Publishing Networks	Included
Reputation Management	
Review Monitoring	Included
Review Generation	Included
Review Response Networks: Google, Yelp, Facebook	Included
Competitor Watch	Included
Marketing Automation:	
Announcements	5,000 Messages/mo. (+\$0.01 per msg over/mo.)
Automated Campaigns	
Marketing Libraries	Included
Multi-Channel: SMS/Text & Email	Included
Personalized & Action Oriented Campaigns	Included

In-Depth Analytics	Included
Appointment Booking:	
Calendar & Online Scheduling	Unlimited
Appointment Booking Payments	Available
Flexible Services	Unlimited
Events and Classes	Unlimited
Automatic Follow-ups	Included
Calendar Syncing	Included
Reserve with Google	Available
Document Storage & Sharing	
Request & Share Documents	Included
Document Storage	20 GB
Privately Link to Clients	Included
Integrations:	
Zapier Integration (Over 1,100 Integrations)	Available

Social:	
Profile Management	Facebook, Twitter, Instagram, LinkedIn, Google My Business
Content Posting & Cloning	Included
Content Library	Included
Social Conversations	Included
Network Insights	Included
Enhancements/Add-Ons:	
Thryv Leads	Available for add'l monthly charge
Additional User Account Credentials	Available for add'l monthly charge
Professionally Designed Website	Available for add'l monthly charge
5 Pages Additional Copywriting (increments) with Website only	Available for add'l one-time charge
Business Logo	Available for add'l one-time charge

Package Level	Professional
Service:	
Software Onboarding	Included
24/7 Support and Tools	Included
Software Features:	
User Account Credentials	8 Included (may purchase more for add'l fee/mo.)
Client/Customer Records:	
Customizable CRM	Unlimited
Contact Tags & Filters	Included
Data Enrichment	Included
Sales & Payments:	
Estimates & Invoices	Unlimited
Coupons	Included
Online Payment Widget	Included
Mobile QuickPay Application	Included
Payment Processing: Braintree/PayPal OR Stripe	Available
Customer Communication:	
Client Communication Inbox	Included

Follow-up Reminders	Included
Read Receipts	Included
2-way SMS Texting from Business Number	Included
Online Presence	
Client Portal	Included
Client Zone	Included
Editable Widgets	Included
Listings Management Across 60+ Publishing Networks	Included
Professionally Designed Website	Included
Reputation Management	
Review Monitoring	Included
Review Generation	Included
Review Response Networks: Google, Yelp, Facebook	Included
Competitor Watch	Included
Review Acknowledgement Service	Included
Marketing Automation:	
Announcements	10,000 Messages/mo. (+\$.01 per msg over)
Automated Campaigns	
Customized Auto Campaigns	

Marketing Libraries	Included
Multi-Channel: SMS/Text & Email	Included
Personalized & Action Oriented Campaigns	Included
In-Depth Analytics	Included
Appointment Booking:	
Calendar & Online Scheduling	Unlimited
Appointment Booking Payments	Available
Flexible Services	Unlimited
Events and Classes	Unlimited
Automatic Follow-ups	Included
Calendar Syncing	Included
Reserve with Google	Available
Document Storage & Sharing	
Request & Share Documents	Included
Document Storage	50 GB
Privately Link to Clients	Included

Integrations:	
Zapier Integration (Over 1,100 Integrations)	Available
Social:	
Profile Management	Facebook, Twitter, Instagram, LinkedIn, Google My Business
Content Posting & Cloning	Included
Content Library	Included
Social Conversations	Included
Network Insights	Included
Full Service Social - FB, Twitter, GMB	12 posts/mo
Video:	
1 - 30 Sec Auto Generated Video	Included
Enhancements/Add-Ons:	
Thryv Leads	Available for add'l monthly charge
Additional User Account Credentials	Available for add'l monthly charge
SEO with Money Back Guarantee	Available for add'l monthly charge

Photo Package - 30 Professional Photos	Available for add'l one-time charge
5 Pages Additional Copywriting (increments)	Available for add'l one-time charge
Business Logo	Available for add'l one-time charge

Package Level	Unlimited
Service:	
Software Onboarding	Included
24/7 Support and Tools	Included
Software Features:	
User Account Credentials	Unlimited
Client/Customer Records:	
Customizable CRM	Unlimited
Contact Tags & Filters	Included
Data Enrichment	Included
Sales & Payments:	
Estimates & Invoices	Unlimited
Coupons	Included
Online Payment Widget	Included
Mobile QuickPay Application	Included
Payment Processing: Braintree/PayPal OR Stripe	Available
Customer Communication:	
Client Communication Inbox	Included
Follow-up Reminders	Included

Read Receipts	Included
2-way SMS Texting from Business Number	Included
Online Presence	
Client Portal	Included
Client Zone	Included
Editable Widgets	Included
Listings Management Across 60+ Publishing Networks	Included
Professionally Designed Website	Included
Reputation Management	
Review Monitoring	Included
Review Generation	Included
Review Response Networks: Google, Yelp, Facebook	Included
Competitor Watch	Included
Review Acknowledgement Service	Included
Marketing Automation:	
Announcements	Unlimited Messages
Automated Campaigns	
Customized Auto Campaigns	
Marketing Libraries	Included

Multi-Channel: SMS/Text & Email	Included
Personalized & Action Oriented Campaigns	Included
In-Depth Analytics	Included
Appointment Booking:	
Calendar & Online Scheduling	Unlimited
Appointment Booking Payments	Available
Flexible Services	Unlimited
Events and Classes	Unlimited
Automatic Follow-ups	Included
Calendar Syncing	Included
Reserve with Google	Available
Document Storage & Sharing	
Request & Share Documents	Included
Document Storage	Unlimited
Privately Link to Clients	Included
Integrations:	
Zapier Integration (Over 1,100 Integrations)	Available

Social:	
Profile Management	Facebook, Twitter, Instagram, LinkedIn, Google My Business
Content Posting & Cloning	Included
Content Library	Included
Social Conversations	Included
Network Insights	Included
Full Service Social - FB, Twitter, GMB	12 posts/mo
Social Boosting	Includes \$50/mo
Video:	
1 - 30 Sec Auto Generated Video	Included
3 - 60 Sec Custom On-Site Videos	Included
2 - 15 Sec Video Ad Views + 10K Gtd Views	Included
4 - 15 Sec Facebook Video Ads	Included
1 - Email Motion Gif	Included
1 - 15 Sec Background Website Video	Included

Enhancements/Add-Ons:	
Thryv Leads	Available for add'l monthly charge
Social: Add'l FB Boosting (increments)	Available for add'l monthly charge
Add'l Video Ad Views - 25K (increments)	Available for add'l monthly charge
SEO with Money Back Guarantee	Available for add'l monthly charge
Photo Package - 30 Professional Photos	Available for add'l one-time charge
5 Pages Additional Copywriting (increments)	Available for add'l one-time charge
Business Logo	Available for add'l one-time charge

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. Term

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

3. 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. You understand and agree that you will use the CRM Service and your Account only for your business purposes within the fifty states of the United States of America and the District of Columbia and only for Customers within the United States.

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.

- 4. 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.

5. 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.

6. 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 MAKES 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.

- 7. 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.

8. 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.

9. 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 <http://dexmedia.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 "Dex Media Family" companies with which Dex Media has 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.

10. 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.

11. 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.

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.

ThryvSM Reputation Management Terms and Conditions

Any Thryv Reputation Management Services will be provided to you in accordance with the following terms, to which you agree when you purchase a Thryv solution that incorporates Reputation monitoring, Competitor Watch, Review generation campaigns, Review Response, or Review Management Services that you use or are provided for you as an included feature or as an Add-on for an additional charge, as follows:

Reputation Monitoring services will enable you to actively monitor your business's online reputation, including providing an aggregate view of online reviews of your business which are posted on third-party public websites, as well as your own website or Thryv portal, where applicable, as well as the number of responses you make to your reviews and the speed with which you post those responses. We also aggregate social posts and check-ins on social networks for your viewing in one hub. You acknowledge that Reputation Monitoring is based on information made available by particular third-party sources at a particular point in time and thus may not represent the most up-to-date information available in the market and may not reflect all reviews, responses, resolutions, or posts made about your business at any given time. Sources included in Reputation Monitoring are subject to change at our discretion.

Competitor Watch enables you to monitor the reputation of a limited number of other businesses you identify within your market, by aggregating and reporting on their public reviews and ratings as well as the number and speed of their public responses to reviews, so you can see where you stand among your competitors and peers in your local industry. You agree that any information you provide us about another business for the purposes of Competitor Watch is publicly available information and you agree that you may only use the information provided to you by Competitor Watch for your own internal informational purposes only and not for inclusion in any publicity, social posts, communications, marketing or other purposes. You acknowledge that we do not guarantee the accuracy or completeness of any information provided through Competitor Watch, as it is based on content made publicly available in the market by particular third-party sources at a particular point in time. You agree that Competitor Watch is provided for informational purposes only and should not be relied upon for any business decisions and that any use you make of Competitor Watch is at your own risk.

Review Generation Services are a feature you can elect to use in several ways. First, Thryv may make available an online widget for use on your website or client portal page, where available, that can enable your client(s) to submit a review of your business for display and use on your Thryv client portal page or Thryv website or can link your client(s) to third-party sites where they can log in with their user credentials for such third-party site and review your business on that third-party site. Second, Thryv may enable you to send a custom marketing message or campaign to clients to remind them to review your business after a service and Thryv may provide template campaigns for this purpose. Third, Thryv may offer automated marketing campaigns that can be set up to be sent out (via email or text, as applicable depending on your clients' consents) upon certain triggers recognized by the Thryv platform, such as appointment bookings completed, invoices sent, and/or payments received, and which encourage clients to review your business after receiving a service. These automated campaigns are designed to be sent to all clients after the service trigger so reviews you receive represent a balance of customer experiences. Regarding any efforts at review generation, you agree not to solicit reviews in a biased manner, nor to manipulate your review content, attempt to block or delete any legitimate reviews, nor cause any reviews to be solicited from anyone (including non-persons or bots) who has not had recent, first-hand experience with services provided by your business or any source that provides "fake" reviews or "fake" customers for the purposes of leaving reviews. You agree that you will not write reviews for your business yourself or solicit reviews from anyone who has a bias or interest in your business without requesting that reviewer reveal their potential bias in the review. Reviews content from certain third-party sites may be imported and/or a link to such content on the third-party site(s) embedded in order to display such reviews (or partial reviews) on your Thryv client portal page or Thryv website. You agree to waive and/or release us from any claims resulting from negative reviews or any reviews about your business.

Review Response is a feature whereby Thryv enables you to create and post a response as the business to a review of your business on your Thryv client portal page or Thryv website from within the Thryv platform, and to link out directly to a review of your business posted on a third-party site or platform to which you can then manually create and post your business's response to such review after logging in with your credentials for that third-party site or platform. When posting responses on third-party sites or platforms, you will be governed by the terms of such third-party properties, including their terms about content, with which you agree to abide. You understand that the third-party owner/operators of other sites or platforms control both the policies governing the review content

posted there by the reviewers and your access to and posting of content on their sites and platforms, regardless of any link there from Thryv. We disclaim any responsibility for any and all content displayed or posted on third-party sites or platforms and you agree to indemnify us for any claims resulting from content you post there.

Review Management Services include the Thryv Review Acknowledgement service, which is included with certain package levels of Thryv and may be added for an additional fee at other levels. For the purposes of using this service, you appoint us to act as your agent in providing one of a limited number of templated initial responses to acknowledge a client review shortly after it is posted by the reviewer, with the content of such response based on the perceived sentiment of or issue stated in the review. These acknowledgements are not intended to provide custom responses or resolution of any issues raised in a review, but rather to generally acknowledge the review, thank the reviewer for posting it, and, in the event problems or specific issues are raised in the review, invite the reviewer to contact the business directly or via private message for a specific resolution, which response and resolution will be up to the business to handle and provide at its sole discretion. Use of this Review Acknowledgement service is at your own risk, and we do not guarantee any specific results. Although we endeavor to provide appropriate responses based on perceived sentiment of a review, we cannot be responsible for any misunderstandings or misinterpretation of the review content or sentiment by our personnel or systems. By electing to use the Thryv Review Acknowledgement service you waive any claims by you and/or release us from any claims from a customer or any third-party resulting from any review response that we post as part of the service, except in the event of our gross negligence or intentional misconduct.

ThryvSM Sales Features Terms and Conditions

These Sales Features Terms and Conditions govern your use of the Sales-related services and business tools (both mobile and internet-based) offered with Thryv and these additional terms supplement your Thryv Terms & Conditions as follows:

1. The Services

Sales-related features (“Sales Services”) are business tools that are designed to aid your business in managing sales of your product or services to your business’s customers (“Customers”). All levels of Thryv include access to the following Sales Services:

- Estimates
- Invoices
- Online payment functionality or widget*
- Mobile QuickPay Application*

*Use of Online Payments widget and Mobile QuickPay Application to accept payments requires additional services from a payment processor, for a separate fee paid to such processor – see Section 2, below.

You and Customers are both users of the Sales Services provided and are herein referred to collectively as “Users.”

2. Online payments and Mobile QuickPay (including fees for payment processing)

Thryv Sales Services offers you access to tools that will enable your business to accept payments from Customers either online or in person via a mobile device. You understand and acknowledge that the online and mobile payment capabilities of the Sales Services available with Thryv may require you to download a mobile application or install a payment widget on your business website. You also acknowledge that use of these payment tools to accept payments will require the additional services of a third-party payment processor and may require you to agree to separate terms and conditions with such third-party provider in order to access and use such payment features. You agree to comply with any such third-party terms and conditions. You acknowledge and agree that the terms and conditions of these third-party services may limit or restrict their use by businesses of certain types for various reasons, and that these restrictions are not within our ability to control. You agree that we shall have no liability for your inability to register or use any third-party payment processing services. You also understand that these third-party payment processing services will incur a per-transaction charge if used by you to accept payments from Customers and you agree to pay such processing fees to the third party, which fees may be automatically deducted from the amount of each payment accepted via the third-party payment services. We are not responsible for any third-party services and will not bear any liability arising from your use of or inability to use such third-party payment services, including any fees, losses, disputes, delays, up-time, availability, accuracy, collections or functionality issues.

3. Estimates and Invoices

Thryv Sales Services include the ability for you to generate, send out and manage estimates and invoices for your services and products. Template estimates and invoices are provided in the Thryv system for your convenience, with template/standard disclaimer or terms language, but you understand that you are responsible for the content and nature of all communications and offers provided by you to Customers or potential Customers, and for customizing the estimate and invoice templates to apply to your business and industry and for compliance with all applicable laws, rules and regulations.

4. Coupons

Regarding any coupons you create and/or distribute via the Sales Services, you agree honor any commitment you make to consumers in any coupons or offers, and follow all Rules (as defined below) regarding coupons or discounts. We disclaim any and all liability for the content of your coupons or for any issues, claims, or actions arising from them.

5. Compliance with applicable laws, rules and regulations.

You and your use of the Sales Services must comply with all applicable laws, rules, and regulations, as well as amendments to these laws, rules and regulations (the “Rules”) related to the Sales Services. This includes, but is not limited to, the Telemarketing and Consumer Fraud & Abuse Prevention Act, Telephone Consumer Protection Act of 1991 (“TCPA”), and The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (“CAN-SPAM”). We may be required to change or discontinue the Sales Services or some features thereof in connection with amendments to any applicable Rules. You represent, warrant and covenant that you will use any payment features in accordance with their terms and will at all times comply with applicable Payment Card Industry Data Security Standards, (“PCI DSS”) and the National Automated Clearing House Association (“NACHA”) rules, as applicable, and as such may be amended from time to time, with respect to all payment card and payment account data collected or used by you.

6. Other Representations

You agree to use the Sales Services solely for your own business’s use, within the U.S. only and with U.S.-based Customers only, and you agree that you will not allow another person or entity to use the Sales Services functionality for any purpose. You are solely responsible for all Customer Service issues with Customers and must present yourself as a separate entity from us when dealing with Customer issues.

You further represent and warrant that:

- (i) you will not use the Sales Services for any unlawful purpose;
- (ii) you have all required licenses and permissions to advertise, offer and provide the goods and services advertised and sold by you in all jurisdictions where you use the Sales Services, and you have not made any false or misleading claims in your estimates, invoices or communications;
- (iii) you will only use Services to advertise or offer Customer Products to users who are 18 years of age or older and reside in the United States; and
- (iv) You will not use the Sales features to transmit or disseminate any
 - a. 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;
 - b. 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;
 - c. 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 Dex Media and/or its third party service providers or any third-party service provider involved in the provision of the Sales features, including without limitation: material or data that is related to illegal drugs (e.g., marijuana, cocaine) or pharmaceuticals , material that contains any 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 any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Dex Media and/or its third party service provider or any third party.
- (v) **You will notify us immediately if any of the above becomes inaccurate.**

ThryvSM Social Media Services Terms and Conditions

Any Social Media Services will be provided to you in accordance with the following terms, to which you agree when you purchase a Thryv solution that incorporates Social Media Services as an included feature (Self-Service or Full-Service, as applicable) and/or as an Add-on for an additional charge (Full-Service).

Full-Service Social Media Services:

Full Service Social Media Services may include, but are not limited to, the creation and management of a Facebook Business Page, a Google My Business network Profile, a Twitter Account and/or page for your business (each, a “**Business Page**”) (and any additional account, presence or business listing profile that includes pertinent business information on various third-party “social media” websites, applications, or other properties or platforms (each a “**Social Media Property**”) that we may offer in the future, depending on availability or relevance to your purchased solution). If you purchase or receive Full-Service Social Media Services, then you authorize us to establish, post content to, maintain, modify, and access accounts on the specified Social Media Properties on your behalf.

1. Full-Service Social Media Specifics:

- Social Media managed services may include:
 - Creation of a Facebook Business page or becoming an administrator on an existing Facebook Business page, creation of or exercise of admin rights to the business’s Twitter page, and creation, claiming or verification of your business’s Google My Business Profile, and management of GMB network activity. All profiles will incorporate business information provided or made available by you.
 - Up to 12 periodic posts per month of either industry-related tips, standard or custom content (the “**Thryv Social Content**”) on the Facebook Business Page, GMB network, and Twitter account (depending on package purchased) with up to 2 such posts on Facebook being “boosted” posts per month.
 - Assistance from an expert to help you keep the profiles fresh and provide guidance on how to leverage social media in your marketing plans.

2. Client responsibilities for Full-Service Social Media Services:

- a. You must assist us with helping you claim or verify your page and/or profile on Social Media Properties and assign us as an authorized administrator for your business on the Social Media Property, which may include providing us your email address.
- b. You acknowledge that except for the Business Page creation and the monthly content posts described above, the addition of any other content, including photos, videos or other content to your Business Page is your responsibility and is not included in our Full-Service Social Media Services.

You understand that if you do not fulfill your responsibility to assist us in claiming or administering your Business Pages by the deadlines we set, we cannot fully provision the Full-Service Social Media Services, but billing may begin. You acknowledge that if your Full-Service Social Media Service is not renewed, the Service will terminate at the end of the then-current term, and any Business Tab(s) (and content) created by us will be removed from the Business Page. You acknowledge and agree that the Social Media Properties control what types of businesses or content they restrict or prohibit from publishing and that the publication policies of the Social Media Properties may limit our ability to provide you Full-Service Social Media Services, or certain features thereof.

Self-Service Social Media Services:

3. Self-Service Social Media Services available with certain Thryv packages may include, but are not limited to, the ability for you to create, schedule and manage the posting of content on behalf of your business to various Social Media Properties on which you have accounts and have agreed to the terms and conditions for such Social Media Properties, a license to access and use a library of Thryv Social Content (as further described below) for the purpose of creating your Thryv social media posts, and/or access to an image library provided for your convenience in creating your Thryv social media posts or Business Page (as defined below), all subject to any restrictions or terms of the license we grant you herein to our Thryv Social Content or the licenses or other rights attached to the images.
4. Limited License to use Thryv Social Content from Content Library. Self-Service Social Media Services may include access to a content library containing our proprietary Thryv Social Content related to various business types, including industry-related tips or other relevant content. We own all right, title and interest in and to the Thryv Social Content. Included with your purchase of Thryv, we grant you a limited, revocable, non-transferable, license to access our Thryv Social Content

library and to include our Thryv Social Content in social posts you create and manage using your active Thryv Account. In the event your Thryv Account is terminated or cancelled, you may no longer access the Thryv Social Content library or use any item from the Thryv Social Content library in any new or boosted posts. While you may edit the Thryv Social Content as desired for inclusion in your social post, no alteration or modification of the Thryv Social Content will in any way affect our rights in the Thryv Social Content or create any new work or vest in you any right, title or interest in such content. You may not download, store, copy, transfer, repurpose, reverse engineer, or reuse in any way our Thryv Social Content outside of the context of your active Thryv Account or for any other purpose except your social posts to Social Media Properties. Upon request, you agree to take down or remove any social post or any other use of our Thryv Social Content for any improper purpose, determined at our discretion.

5. Disclaimer of Warranty and Liability as to Image Library.

Images contained in, and access to, the Image Library are provided for your convenience only. All images available therein have been assigned the CC0 or Creative Commons Zero license, in which the creator or owner of the photo has waived his or her rights to the photo under copyright law, making it free to use, including for commercial purposes, without asking permission of or providing attribution for the work to the creator or owner. However, the CC0 license does not affect any rights that a third-party person or other entity may have in the subject matter or content of the photo or any use to which it may be put, including rights of publicity, personality, privacy, trademark or copyright in the image, or affecting any use of the image, that such persons or entities may have. You agree to ensure that any use of an image is suitable for your purpose and acknowledge and agree that all images in the Image Library are provided as-is and use of any images from the Image Library is at your own risk. We and the creator or owner of the image disclaim liability for all your uses of the image, to the fullest extent permitted by applicable law. We and the creator(s) of the image make no representations or warranties of any kind concerning the image, express, implied, statutory or otherwise, including without limitation warranties of title, merchantability, fitness for a particular purpose, non infringement, or the absence of latent or other defects, accuracy, or the present or absence of errors, whether or not discoverable, all to the greatest extent permissible under applicable law. We and the creators or owners of the image disclaim responsibility for clearing rights of other persons that may apply to the image or any use thereof, and further disclaim responsibility for obtaining any necessary consents, permissions or other rights required for any use of the image by you.

Applicable to all Social Media Services:

6. Client responsibilities for all Social Media Services:

- a. You agree to comply with any requirements or terms of use of the Social Media Properties, including any terms related to our access to the Social Media Properties on your behalf, as applicable to the Social Media Services used.
- b. You acknowledge and agree that we license you to use the Thryv Social Content for the sole purpose of posting to Social Media Properties in connection with your business's active Thryv account and that we reserve the right to request removal or discontinued use of our Thryv Social Content for any other purpose or in any other context.
- c. You agree you will comply with all applicable laws, rules and regulations, including those applicable in your industry, regarding your use of the Social Media Services, images, Social Media Properties, or our Thryv Social Content.

7. ANY THRYV SOCIAL CONTENT IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES. WE AND OUR AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT WITH REGARD TO THE THRYV SOCIAL CONTENT. NO ADVICE OR INFORMATION GIVEN BY US, OUR AFFILIATES OR EACH OF OUR RESPECTIVE EMPLOYEES, OR OTHERWISE POSTED ON OUR WEBSITE OR WITHIN THE THRYV PLATFORM, SHALL CREATE ANY WARRANTY. WE FURTHER DISCLAIM ANY AND ALL LIABILITY FOR CONTENT POSTED BY YOU OR ANY THIRD PARTY ON SOCIAL MEDIA PROPERTIES.

8. You understand and acknowledge that Social Media Properties are third parties for which we have no responsibility and over whom we have no control. They may change any aspect of their social networking sites, including Business Pages, or their terms and conditions at any time without notice, including any categories or types of businesses or content that their policies restrict or prohibit from publication. We are not responsible for monitoring all content on Social Media Properties. Your use of Social Media Properties is governed by their terms and conditions, with which you agree to comply. No affiliation with, or endorsement by, the Social Media Properties is implied by our provision of the Social Media Services.
9. We may at our sole discretion modify the content of your Social Media Service to conform to the requirements of, or to utilize the features of a third-party Social Media Service's site. We may delete, modify, expand, or utilize data or content or add links to, your content, website, business profile, or other materials you provide for our use in providing you the Social Media Services. You understand the third party vendor site requirements and restrictions may apply.

Website Terms and Conditions

If a Website is included with your Thryv package or you have ordered a Website product as an add-on to Thryv or SYNC powered by Thryv, you agree to the following additional terms and conditions as a supplement to your Thryv 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.

1. **Definitions.**
 - a. "Update(s)" means any revision(s) or update(s) to your website that we provide during the Term of your Website product.
 - b. "Website" means the initial website we create in relation to your Thryv or SYNC product and any Updates.
2. Each Website includes the following services and features, depending on the Thryv or SYNC package ordered:

Add-On Professionally Designed Website	
Pages	Up to 15 Pages
Copywriting Pages	Up to 5 pages
Stock Website Images	Included
Custom Domain	Included
In-Depth Analytics	Included
Website Personalization Technology	Included for Thryv Pro and Unlimited
Additional copywriting with Professional Website (Increments of 5 pages)	\$299 one time charge per 5-page increment

3. **Term.** The term of the Website will align with your Thryv Subscription Period/ Thryv Product Term or SYNC Subscription Period.
4. You may request us to publish Updates as part of the Website during the Subscription Period; however, we may choose not to publish any Update for any reason in our sole discretion. If we create or supply any content for your Website or design your Website, such content and the composition and design of the products we create are our sole and exclusive property or that of our licensors, except for Client Content, as defined in the Thryv/SYNC Terms and Conditions. You agree not to copy or use in any other context any Company owned or licensed content or property. Upon termination, we agree to release Client Content and your Website's URL if it was your domain originally, but will not release or sublicense to you any content owned or licensed from third parties by us. The foregoing restriction in this section shall not apply only in the event you purchase a Custom Website product from us, in which case the additional Custom Website terms and conditions on the Custom Website Proposal you accept will govern the ownership of particular content items on your Website.
5. You understand and agree to fully cooperate in the fulfillment of your Website, which can require you to provide required information or content. On your Website, you agree to post terms of use and a privacy policy that informs site users that you and third parties may collect information about their use of your Website and how such information is used. You agree that we will have the right to collect and use the data collected about users from the servers used to provide the Website and that our collection and use of such data is subject to our Privacy Policy which is available at <https://www.dexyp.com/privacy/>. For your convenience, we may offer a sample terms of use and privacy notice that you may adopt, customize or draw from to draft your own terms and privacy policy and privacy notice to post, 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 terms of use and privacy notice 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 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 applicable Laws and with the terms of any privacy notice you post or agree to have posted on your Website.

6. Compliance with Laws; Security; Legal Investigations. You agree not to use or permit others to use your Website in ways that (i) violate any applicable law or regulation or any of our policies, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment of our network or other networks. You agree to cooperate with us and provide requested information in connection with all security and use matters relating any website we host for you and to notify us promptly if you suspect unauthorized use of the website or of your Account. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Such cooperation may include the provision of Account or user information or email and monitoring our network and/or the networks of our third party licensors, suppliers and providers.

7. Online Payment Functionality and/or Mobile QuickPay. To the extent you incorporate any online or mobile payment functionality into your website or mobile application, you warrant and covenant that you will use any payment features in accordance with their terms and will at all times comply with applicable Payment Card Industry Data Security Standards, (“PCI DSS”) and the National Automated Clearing House Association (“NACHA”) rules, as applicable, and as such may be amended from time to time, with respect to all payment card and payment account data collected by you and you acknowledge and agree that the [Sales Features terms](#) will govern your use on your Thryv Website of any online or mobile payment functionality offered by us.

ThryvSM SEO Service Terms and Conditions

If you have ordered SEO Services (as defined below) with Thryv, you agree to the ThryvSM Terms and Conditions and to the following additional terms and conditions. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Thryv Terms and Conditions.

1. Term. The term of the SEO Service will align with your Thryv Subscription Period or Thryv Program Term.

2. Service. “SEO Service” means our search engine optimization product that provides services to increase the potential for your business to be found online and ranked higher in organic search engine results. **Actual services provided depend on the SEO package ordered.** Services may include:

- Keyword Research
- YTD Value Report
- Google Analytics Training
- Monthly Reporting Call
- Dedicated Account Manager
- Custom Account Manager
- Custom Monthly Report
- Target Page(s)
- Onsite Optimizations Recommendations and Implementations per Target Page
- Google Analytics Creation and Implementation
- Thin Content/Duplicate Content/ Audit
- Content Creation & Implementation
- Google Webmasters Tools Creation and Installation
- Page Creation
- Sitemap Creation and Installation
- Robots.txt File Creation and Installation
- Onsite Blog Creation and Implementation
- Preliminary Audit
- Road Map Creation
- Monthly Report Creation
- Click Behavior Tracking Creation and Installation
- 301 Redirect Implementation (For Internal Pages)
- Google Authorship Creation
- Broken Links Correction
- Social Bookmarking
- Directories (Excluding Yext)
- Keyword Link Building
- Removal of Toxic Links
- Blogs
- Articles
- Offsite Content Marketing

3. SEO Money-Back Guarantee SEO Program (the “SEO MBG Program”).

In certain cases, if you purchase the SEO Service and keep such product active for six (6) months starting from the publication date of your new website (the “Guarantee Period”), the SEO MBG Program may apply as follows. If you purchase the SEO MBG Program and we are unable to place 50% of your Active Keywords on page one of Google’s search engine at least once within the first 6 months of the SEO MBG Program Guarantee Period, you have the right to request a refund of all monies paid for the SEO Service for the up to 6 months of the Guarantee Period under this program. Active Keywords are defined as words entered by Google users in its search dialogue box. To qualify for the SEO MBG Program, the following conditions must be met:

- Your SEO MBG Program Monthly Budget is equal to or greater than \$400/month and is at least the recommended package level presented by your Marketing Consultant;
- The SEO MBG Program is not cancelled or suspended during the Guarantee Period;
- Your SEO MBG item is purchased in conjunction with a Thryv Plus or Thryv Premium Product. In addition, Thryv Plus or Thryv Premium must remain active and run concurrently with the SEO program throughout the full SEO

MBG Program Guarantee Period;

- You must participate by remaining engaged via phone or email during regular scheduled monthly meetings throughout the SEO MBG Program Guarantee Period in accordance with Section 5 below. In addition, if we are unable to schedule the onboarding call and speak to you within two weeks of your SEO MBG Program launching regarding your campaign's Active Keywords, you understand and agree that you will not be able to change keywords selected by us.

Performance of your Active Keywords is based only on Google's DESKTOP VERSION of its search engine. In addition, all Active Keywords are subject to approval by our SEO team.

If at any time your SEO MBG Program transitions into a suspended status, the SEO MBG Program will automatically be canceled. Additionally, if you cancel your Thryv Plus or Thryv Premium Product during the SEO MBG Program Guarantee Period, the SEO MBG Program will automatically be canceled.

At the end of the Guarantee Period, if we were unable to place 50% of your Active Keywords on page one of Google's DESKTOP VERSION of its search engine at least once within the Guarantee Period, you can either 1) continue with a non- money back guarantee SEO program or 2) cancel your SEO service completely and request a review and potential refund of monies paid toward the SEO MBG Program. You must make your election within 30 days after the end of the Guarantee Period. Regardless of your election, at the end of the 6 months of the Guarantee Period, the SEO MBG Program is terminated.

You may only purchase the SEO MBG Program once from us.

4. Access. All webpages that we or our third party vendors own, operate or host in connection with the SEO Service are referred to herein as "SEO Service Sites." You may be authorized to access a SEO Service Sites solely to manage your account. Your right to access your account with us is subject to any limits established by us. You agree that you will not use access SEO Service Sites or any content therein for any other purpose and that you will not disseminate or distribute any of this information. You agree that you will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access your account with us or to monitor or copy the SEO Service Sites or the content contained therein except those automated means expressly made available by us.

5. Your Engagement Responsibilities. You understand and agree to fully cooperate in the fulfillment of your SEO Service. **You agree that we may bill you and you agree to pay for SEO Services rendered even if the full SEO Service is not provided due to your failure to respond, provide required information/content, or your lack of cooperation where your input is requested.**

6. Latency. 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 and network of third party partners and search engines.

7. Ownership. Title and full ownership rights in and to the SEO Service, together with any and all ideas, concepts, methods, processes, computer programs and other technology supporting or otherwise relating to our provision of the SEO Service, shall remain at all times solely with us and/or our third party service providers, as applicable, and we may decline to fully disclose the processes used to provide the SEO Service. If we create or supply any content for the SEO Service or your related Thryv Website or design your Thryv Website, such content and the composition and design of the products we create are our sole and exclusive property or that of our licensors, except for any of your own content, marks or intellectual property used therein. You agree not to copy or use in any other context any proprietary methods, designs, arrangements or content we own or license from a third party, including that used to provide the SEO Service to you, and you may not use any methods to copy, download, scrape, clone or otherwise reverse engineer the SEO Service or our proprietary or licensed content.. You acknowledge and agree that we may provide similar content for our other clients. Upon termination, we agree to release your domain/url and any of your own content, but will not release or sublicense to you any content owned or licensed from third parties by us.

8. Your Site. We will contact you about your website copy. While we will make reasonable efforts to connect with you about your website copy, if we are unable connect, we have the right to implement onsite changes without written or verbal approval. You hereby acknowledge that we are not responsible for the maintenance of your website(s) nor are we responsible for order entry, payment processing, shipping, cancellations, returns or customer service concerning orders placed on your website(s). You must update your search listings if any information is not a current and accurate description of information available on your website.

9. Your Representations and Warranties. You represent and warrant to us that for the Subscription Period:
- a. The Thryv Terms and Conditions constitutes a valid and binding agreement enforceable against you in accordance with its terms.
 - b. Any information or data that you (including your agents or representatives) have entered or will enter under any access site is and will be both accurate and complete.
 - c. You are the authorized owner or representative of the website(s) for which keywords are selected or search listings are requested or an advertisement has been submitted.
10. Your Covenants. You further agree to perform as follows:
- a. You will not hold us or our affiliates or service providers liable or responsible for the activities of visitors who come to your website(s) through a link provided from our network or from elsewhere.
 - b. You agree that you are solely responsible for the development, maintenance and operation of your website(s) and for all content and other materials that appear on, and all visitors to, your website(s) from time to time.
 - c. You are responsible for the content of each advertisement, however, we reserve the right to edit, reject or remove any advertisement at any time, for any reason, in our sole discretion.

Thryv Video Terms and Conditions

If you have ordered a digital Video Product with Thryv, you agree to the ThryvSM Terms and Conditions and to the following additional terms and conditions. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Thryv Terms and Conditions.

1. Services. “Video Product” means a video package that may include one or more of the following components, as described herein, below.

	Auto Video	Motion gif	Custom Videos		
Video type	Auto-Generated	Animated gif file (with motion)	Custom full-motion shoot	Video Ads	Background video
Video duration	30-second profile video	Few seconds	60 second (ea) profile videos x3	15 seconds (ea) x4	15 seconds
Video content	Dynamic video (set to music) generated/built from your business’s content online, supplemented with stock photos/video as necessary. May be periodically updated/refreshed	Image with brief motion repeating that can be turned into a gif file for the purposes of including in email	Professional, on-site, full-motion video shoot. Includes 3 60-second videos to showcase business, depending on business’s availability for custom shoot. May supplement with other images if unavailable for custom shoot. Documentary style or professional voiceover.	Ads created using images pulled from Custom Video footage (images supplied by client or stock imagery used, as necessary); includes quick call-to-action	Short background video to add to website created using Custom Video footage/stock footage
Video View Guarantee*	No	No	No	10,000 Views in total (as defined below)*	No
Reporting	No	No	No	Yes	No

* Certain conditions apply as described in Section 3 below.

2. Term/Renewal. The term of your Video Product package will align with your Thryv Subscription Period or Thryv Program Term.

3. Video View Guarantee. If you purchase a Thryv package that includes certain Custom Video Products or you purchase certain Custom Video Products as an Add-On to your Thryv Video, and keep such product active for twelve (12) months from the beginning of your Subscription Period (the “Guarantee Period”), a “Video View Guarantee” will apply as follows: Included at no additional cost - your 15-second Video Ads together will include a single, total 10,000 Video View Guarantee for the Guarantee Period. Video Views occur when one of the video ads automatically plays when displayed to a user or plays when clicked by a user. If at any time you cancel your Video Product package or the product is suspended prior to the end of the 12-month Guarantee Period, you forfeit the Video View Guarantee. If we fail to satisfy the Video View Guarantee during the 12-month Guarantee Period, we will continue to publish the video until the Video View Guarantee is met. If your Video Product remains active for additional 12 month periods following the Guarantee Period (each an “Extended Guarantee Period”), you will receive an additional 10,000 Video Views Guarantee for your Video Ads during each Extended Guarantee Period and any undelivered Video Views will roll over to the following period. However, if you cancel your Video Product during any Extended Guarantee Period before the end of the applicable Extended Guarantee Period, you forfeit the Video View Guarantee.

4. Video Additional Features and Add-Ons. Depending on the Video Product package purchased, you may be able to add an additional set number of Video Views as an add-on to your Video View Guarantee for an additional fee. You may purchase these additional Video View Guarantee packages with a term of a set number of months. However, if you cancel or suspend the Video Product prior to the end of the additional Guarantee Package’s term,

you forfeit the Video View Guarantee for those additional purchased Video Views. Depending on the Video Product package purchased, you may also receive or purchase a Custom Photo Shoot which includes 30 still photos, and/or a Video Photo 360 product, in which still photos are put together to form a moving video or perspective-shifting panoramic view of your business location or some other aspect of your business. You are permitted to change or revise these videos only once before launch.

5. Custom Video. If your Thryv order includes Custom Videos and you wish to cancel or reschedule the professional video shoot, you must do so at least 24 hours before the date agreed upon with our Video production company for your Video Product to be shot. If you cancel or reschedule a shoot on less than 24 hours' notice, you agree to pay a potential cancellation fee of up to \$150. If we are unable to schedule your Custom Video shoot, you may forfeit this component of your video package or we may use other footage or still photos (including stock photos) to complete your Video.

6. Your Responsibility and Billing.

You understand and agree to fully cooperate in the fulfillment of your Video Product. You agree that we may launch your Video Product at any time without your further approval in the event your approval is delayed or no responses is provided to our requests for approval. You agree that we may bill you and you agree to pay for services rendered even if the full service is not provided due to your failure to respond, failure to timely provide required information or content, or due to your lack of cooperation.

7. Preview and Approval. You are allowed one revision to your Auto Video and Video Ads, as applicable. You will receive notification again via email when your video is ready for review. You agree that we may launch these videos at any time without your final approval. If you purchased the Custom Video service and fail to engage or provide necessary content, we are permitted to use stock photos to build your video. You are permitted to engage and submit content at any time during the Subscription Period. If you purchased the Custom Video service, following your required engagement and initial video build, we or our third party vendor will notify you via email when your video is complete. The notification will include a preview link. You are permitted one revision to the initial build of your video within five (5) business days of receipt of the notification email. If we do not hear from you, we will post the video as is. If revisions are requested, you must notify our third party vendor in writing (via the video project page) of the specific nature of error, omission or concern regarding your video. You will receive notification again via email when your revised video is ready. Your video is subject to publication without further notice or change after the review period described above ends or you approve, whichever comes first. Additional fees may apply for certain changes, such as re-shooting footage.

8. Content. You are responsible for obtaining all necessary licenses and authorizations to use any content you provide for inclusion or request us to include in your Video Product, including, without limitation, releases (in a form approved by us) from persons appearing in such content, testimonials, and images of products or brands or any other trademarked or copyrighted content. You agree that all content you provide is Client Content as defined in the Thryv terms and Conditions and you remain solely responsible for any disputes related to this content. If we create or supply any content for your Video Product or design your Video Product, the content and the design and arrangement of the advertising we create are our sole and exclusive property or that of our third-party licensors, except for any Client Content therein. After your Subscription Period, you are not licensed to use your Video Product or our content in any format or media and at no time will we release your Video Product or any content that we own or license, except for Client Content. We will not return any content, footage or other media you provide during the creation process. We do not guarantee that we will maintain a copy of the Video Product after the Subscription Period expires, that the asset will be available, or that we will provide you a copy of the Video Product. We make no license or warranty regarding Client Content you provide.

ThryvSM Logo Terms and Conditions

If you have ordered a Logo with Thryv, you agree to the Thryv Terms and Conditions and the following additional terms and conditions. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Thryv Terms and Conditions.

1. Services. We will create a custom logo for your business.

2. Charges. Payment is a one-time fee.

3. Ownership. The logo we create and provide will be your sole and exclusive property; however, you grant us a perpetual, royalty-free, sub-licensable, non-exclusive right and license to use, copy, record, display, and publish the logo to provide your products and services.

ThryvSM Leads Terms and Conditions

If you have ordered Thryv Leads, you agree to the following additional terms and conditions relating to the Thryv Leads solution. You acknowledge and agree that fulfillment of Thryv Leads requires that you also purchase either a Thryv software solution, v. 3.0 or higher, or SYNCSM powered by Thryv ("SYNC"), and maintain it throughout the term of your Thryv Leads solution. Unless otherwise agreed in writing, the initial minimum Term of Thryv Leads will be 6 months, and thereafter will automatically renew on a month-to-month basis unless cancelled in accordance with the Thryv or SYNC Terms and Conditions, as applicable. As set forth in the Thryv/SYNC Terms and Conditions, when you purchase Thryv Leads, the Term of your Thryv or SYNC solution will be automatically set or extended to be co-terminus with your Thryv Leads solution. You also must consent to and implement the Performance Tracking Service in conjunction with Thryv Leads, subject to our [Performance Tracking Terms](#). As set forth in the Performance Tracking Terms, you will be automatically opted in to the call tracking and call recording services unless you contact us to opt-out of call recording (calls do not need to be recorded for the effective use of call analytics to determine likely call quality). Call tracking is necessary for us to measure what we deliver against your estimated target for Thryv Leads. You agree to fully cooperate, as necessary, in the fulfillment of your Thryv Leads program.

1. **Thryv Leads.** This solution is designed to acquire, provide, and report potential leads to your business within a set monthly budget range, utilizing various types of advertising and media sources as needed to fulfill and optimize delivery toward an annual (or semi-annual, if so specified) estimated or target number of "Qualified Contacts" throughout your Thryv Leads solution term. For the purposes of the Thryv Leads solution, "Qualified Contacts" shall mean and include certain actions, as described below, directed to the Advertiser, that meet certain established criteria for validity.
2. **Definition of "Qualified Contacts."** For the purposes of Thryv Leads, a "Qualified Contact" will be particular means by which your Thryv Leads campaign enables you to connect or interact with a potential business lead or prospect, which may include actions such as a received phone call, voicemail, email, written message, text, form-fill, chat, appointment, request for a quote, request for information, purchase, website or landing page visit, map view or request for directions, or other interaction that signals a consumer's intent to engage with your business. Specifically, we will initially include in our estimates and reporting to you of the number of Qualified Contacts you receive, any of these three types of contacts that result from your Thryv Leads program: (1) filled contact forms associated with a valid email address (each a "Form Fill"); (2) emails received from a valid email address (each an "Email"); and (3) telephone calls placed to the Metered Number (or call tracking number) that appears in your Thryv Leads campaigns, that are (a) answered by a person, answering machine or client-side interactive voice response (IVR) system, (b) of a duration of at least 30 seconds from the time the call is answered, and (c) are determined through call analytics to be a likely conversation between your business and the caller, or a significant communication to your business from the caller (each a "Qualified Call"). We may include metrics for other types of actions in your reporting, including unanswered phone calls, impressions, and clicks on your Thryv Leads Advertising (see Section 8, CRM and Reporting, for more information), but these actions will not be counted as Qualified Contacts unless we modify the reporting criteria. We reserve the right to modify, from time to time and upon prior notice to you, the criteria for validity of a Qualified Contact and/or the definition of Qualified Contact to include other actions that we can report to you and that we determined reliably indicate consumer intent to engage with your business, but we will provide you with prior notice of any such change via email or within the client portal for Thryv or Thryv Leads.
3. **Qualified Contacts Estimates.** The Qualified Contacts target for Thryv Leads is an estimated annual amount. We will optimize your Thryv Leads program within your monthly budget and attempt to pace delivery of Qualified Contacts towards your annual target amount, averaged over 12 months, and delivered monthly during your Thryv Leads term. However, the actual number of Leads delivered from month to month will likely vary, as external circumstances - including seasonality, fluctuations in consumer demand and other market factors - may affect lead delivery in a given month. The Qualified Contacts estimate applies to the Thryv Leads solution as a whole and not to any individual campaign or service that may be used as a fulfillment source for Thryv Leads. The number of Qualified Contacts predicted to be delivered by your Thryv Leads program is an estimate and not a guarantee of specific performance. In the event of material underperformance of your Thryv Leads program, we will, in good faith, use commercially reasonable efforts to adjust campaign parameters, the media budget and

potential lead sources to optimize the program, but no refunds or makegoods will be provided under normal circumstances.

4. **Fulfillment Terms and Management Authorization.** By purchasing Thryv Leads, you consent to and authorize our placement of various types of Advertising for your business which may include online or mobile display advertising, social ads, Search Engine Marketing (SEM), print or digital Yellow Pages directory-type advertising, direct mail, quote request services, or other types of marketing, and to placement in any media channel or on any property, which may include publication to our owned and operated print and digital/mobile media properties as well as potential distribution to third-party properties, services and websites, including ad networks, social sites and search engines. We disclaim all liability in connection with the functionality or content of any website or service not owned or operated by us. You agree that we may add, remove or change the types of Advertising and types of media on which we spend the media budget from your Thryv Leads program at any time in our sole discretion in order to optimize your campaigns overall for delivery of Qualified Contacts and return on investment within your budget. We may also add, remove or change the potential lead sources and media used to fulfill Thryv Leads at any time in our sole discretion. And we may modify the content or size of any Digital Ads, or any category, keyword or other parameters of your Advertising to conform to the requirements of, or utilize the features of, a third-party site or lead channel. In addition to the general provisions in the Thryv Terms and Conditions and the Thryv Leads terms herein, you agree to the terms and conditions that govern any of the potential types of media sources we may use to fulfill your Thryv Leads solution, as applicable to your Thryv Leads program, which terms and conditions include, without limitation, those on the following pages related to Display and Social Ads, Search (SEM), and Internet and Print directory (Yellow Pages) advertising.

Our provision of the Thryv Leads solution may encompass various methods of fulfillment, including media sources and ad types that may be similar to those used in various services and products also offered on an individual, standalone basis by DexYP, but for Thryv Leads, the selection and use of any of these media sources, and the allocation of media spend to all or any particular type of ad or media shall be entirely at DexYP's sole discretion. We cannot and do not guarantee any particular placement or use of any particular media or potential lead source. You acknowledge that Thryv Leads may encompass a broad variety of media and lead sources, and you waive any potential claims that advertising placed to fulfill Thryv Leads conflicts with or duplicates any other advertising you may conduct, or which may be conducted on your behalf by an agency or other third party. You authorize us to manage the administration of the various campaigns that may be used to in your Thryv Leads program on your behalf, within agreed parameters but at our discretion, including the placement and timing and amount spent on various media sources. You understand and agree that we charge a fee for our management services over and above the portion of your budget allocated for media spend, but both media spend and fees are included in the total amount you are charged monthly for Thryv Leads.

5. **Ad Creation.** By purchasing Thryv Leads, you grant us the right to obtain images, logos, and/or other content via automated or manual methods from your website and other online presence, including but not limited to social media pages, and to use, publish, modify as necessary, and distribute within your Thryv Leads campaigns. Such images and other content will be considered Client Content, as defined in the Thryv Terms and Conditions. Depending on the type of ads or media used to fulfill your Thryv Leads program, we may proactively refresh the ad creative, including new photos, images, logos, colors, content or templates, from time to time, and you authorize us to obtain, use, modify, publish and distribute for the purpose of these ad refreshes, information about your business provided or made available to us online at that time.
6. **Campaign Targeting.** We will collaborate with you to select initial campaign targeting strategies, including factors such as keywords or relevant search terms, desired target audience or segment characteristics, geographic scope of delivery and other parameters, but you will retain ultimate responsibility for the legality of the keywords, audience and other targeting parameters you select or approve to be incorporated in your campaigns, including your use of any trademarked terms or your compliance with any industry-related, professional or local laws, rules, restrictions, or regulations that may govern you or your business. Notwithstanding the foregoing, you agree that the implementation of certain targeting parameters may vary by campaign or media type, and may need to be minimally adjusted by us in order to optimize campaigns within the program. You acknowledge that any request

by you to alter your desired targeting parameters during the term of your Thryv Leads program may require an adjustment to your Qualified Contacts estimate and/or your monthly cost for Thryv Leads.

7. **Landing Page/Proxy Authorization.** You understand and agree that we may create and host a temporary internet site or web page for use solely as a landing page or destination site for those clicking on your Thryv Leads advertising (“**Landing Page**”) at a URL we will choose, provision and administer, which Landing Page and/or URL may incorporate content you make available including your business name, branding and other elements like logos or trade dress. You represent and warrant that you have the authority to authorize us to create and host such a Landing Page using these elements. Alternatively, we may create and host a “proxy” site, which is a close copy of your website on a different URL, for use as a Landing Page with your Thryv Leads solution. You authorize us to create such a proxy, and agree to cooperate with us in the placement of necessary code on your original website to effectuate the proxy site, and agree to indemnify us for and assist in resolving claims of infringement based on our use of your business name or the content in your original website in this fashion. You agree that we may vary certain elements of your website in the proxy, such as using a Metered Number or tracking URL in place of your business number or website URL. In the event you require the use of your existing website as a landing page, you represent and warrant that it will be free of viruses or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information.

8. **CRM and Reporting.** Qualified Contacts will be delivered to you throughout the term as they are received, and may be automatically entered into your Thryv Customer Management (CRM) tool, noting Thryv Leads as the source. You agree to use commercially reasonable means to protect the confidentiality of any personally identifiable information provided to you by or about any prospect or Qualified Contact through your Thryv Leads program, and to use such information only for your legitimate business marketing purposes and not for any other purpose such as transferring it to any third party for their use. Preliminary reporting of the number of Qualified Contacts delivered may be made available in your Thryv Leads reporting dashboard as they are delivered, but official reporting of the number of Qualified Contacts delivered during a month will be provided to you after the end of each month. Any reporting available online between the official monthly reports is not final and may not accurately reflect the current, actual number of Qualified Contacts, per our criteria, provided at any given time. Your reporting will also show other performance metrics from your Thryv Leads program for the month, for your information only; there will be no estimated target for delivery on other metrics. For the purposes of reporting, an “**Opportunity**” or any future similar term used to identify engagement with your advertising, shall include any click on any portion of the Ads or Services in your Thryv Leads program, including but not limited to: driving directions, maps, websites, photos, like, follow, or any other action that indicates engagement with your advertising but may or may not result in interaction with your business. An “**Exposure**” indicates an impression, display or exposure of your advertising or business information to someone, whether or not they engage with it actively in a manner that we monitor and report. Reporting available in your Thryv Leads reporting dashboard will remain available for a reasonable period of time, but may be removed periodically to permit space for newer reporting.

9. **Terms governing potential advertising types/lead channels:** Any Digital Ads, including Online Display Advertising or Social Ads, Search Engine Marketing or Internet Yellow Pages Advertising Services, or Print Advertising Services will be provided to you in accordance with the following terms, to which you agree when you purchase a Thryv solution that incorporates any of these types of Services.
 - A. Digital Ads. “Digital Ads” include any advertising created or formatted for viewing, display, or distribution online or via any internet or mobile connection or device.

 - B. Online Display Advertising/Social Ads. “Online Display” Services include the creation of one or more banner ads, rich-media ads or comparable digital display advertisements of various sizes (“Display Ads”), and the online distribution of these Display Ads to various websites, applications and ad networks, as well as campaign targeting and optimization. “Social Ad” services include the creation of particular types of Display Ads to appear only on Facebook, Instagram, Facebook Audience Network, or other social media sites, and the administrative work required to enable Social Ad campaigns on these platforms. If you do not have a Facebook account, we may create a Facebook page for your business that contains basic information like address, email, business name, phone

number and images. If you do have a business Facebook account, you agree to cooperate fully with us to provide us with the administrative permissions and access to your business page that we need to run a Social Ad campaign on your behalf. Within Thryv Leads, we cannot agree to any specific limitations or restrictions on Display Ad placement, positioning, adjacency, pacing or delivery schedule, and no amount of impressions is guaranteed. You acknowledge that effective delivery of in-app or mobile display advertising to a broad range of mobile enabled devices or platforms may require that Display Ads be resized, reformatted, use different compression methods or parameters or be subject to similar changes prior to or as part of distribution and you authorize us to make such changes without notice or further consultation with you.

- C. Search Engine Marketing. Search Engine Marketing (“SEM”) Services include the creation, distribution, display, optimization, and management of search advertising campaigns across premium search engines (e.g., Google, Yahoo, Bing) and other search sites (collectively, “**Search Sites**”), in which your Digital Ads may appear in the paid advertising or sponsored section of search results shown on these Search Sites to the extent your targeted keywords are relevant to a user’s search query terms, category, behavior, actions or other characteristics. You authorize us and designate us (or our contracted vendor) as your agent to submit Digital Ads for potential display on Search Sites, and to bind you to any agreements, administrative limits, and terms and conditions as required by such Search Sites (e.g., for Google, the AdWords Program: <http://support.google.com/adwords/?hl=en> , including Google’s Privacy Policy, Terms of Service and AdWords Advertising Policies linked therefrom). You authorize and direct us to participate in, as applicable, the Google AdWords program, the Yahoo Gemini Advertising program and the Bing Ads program (or such other equivalent search engine programs), on your behalf, with respect to any SEM Services provided hereunder. Upon reasonable written request received from you, we will use commercially reasonable efforts to promptly provide you with customer IDs for Google AdWords account(s). For information on working with a third party like us to manage your Google AdWords campaigns, please see Google’s guide here: <http://www.google.com/adwords/thirdpartypartners/> .
- D. Internet Yellow Pages Advertising. Internet Yellow Pages (“IYP”) advertising services include creation of your business profile and related paid ads for publication on our owned and operated business search websites, DexKnows.com, Superpages.com, and Yellowpages.com, and the mobile versions and/or related mobile application versions, as well as potential distribution to our networks of other directory and business search sites. Your IYP business profile may include your business name, street address, city, state, zip code, phone number, website link, email address, business categories, business description, tagline, call-to-action, photos and videos, coupons, hours of operation, listing of products & services, ratings and reviews, and additional content elements such as affiliations, certifications, payment options, years in business, and languages spoken, all of which, when provided, made available or approved by you, will be considered “Client Content”. Not all fields of business information will be published or distributed, depending on the criteria and standards of the publisher site, and IYP ads and included Client Content may be truncated, modified or resized to meet publisher requirements. We reserve the right to add relevant content that we obtain from other, third-party sources your business profile.
- E. Print Directory Advertising/Direct Mail. Print Directory Advertising generally refers to Advertising which is or which approximates traditional printed Yellow Pages directories, including the placement of Advertising into our or third-parties’ printed Yellow Pages (e.g., The Real Yellow Pages®), White Pages, printed coupon or other type of printed business directory or supplement, or any functional equivalent or publication (each a “Print Directory”). We do not promise or guarantee any specific geographic distribution or coverage for any Print Directory and the method of distribution will be as we deem appropriate. “Direct Mail” refers to printed material, such as postcards or mailers, that is sent or mailed to households to market or provide awareness advertising for a business. You acknowledge that Print Directories and/or Direct Mail may be used as potential lead sources for Thryv Leads, and that this form of Advertising is not modifiable over time once published and may remain in print and in circulation beyond the end of your Thryv Leads term. Therefore, you agree that we and

our successors and assigns have the perpetual, royalty-free, right and license to publish any of your Client Content made available for Thryv Leads in the context of a Print Directory or Direct Mail piece, and that such right and license shall continue for as long as such Print Directory Issue or Direct Mail piece is in existence. Moreover, you understand and agree that, as per our Performance Tracking Terms, we may redirect to other businesses of your type, any incoming calls to the Metered Number that was published in your Print Directory Ad or Direct Mail piece as part of your Thryv Leads program, to the extent such Print Directory or Direct Mail Advertising remains in publication after the end of your Thryv Leads Term, and you hereby waive and release us from liability to you for any potential claims or damages related to this standard practice.

- F. **Other Channels or Media.** To the extent that we determine that such channels may be a quality source of Qualified Contacts for your business, we may include additional types of Advertising in your Thryv Leads campaign(s), including but not limited to Video (posting a video or video slide show related to your business on YouTube or other video sites or traditional search sites); In-App advertising or Mobile or desktop "Push" notifications (marketing messages that are delivered to consumers with their permission in association with a computer or mobile phone application they have installed); Quote or Service Request services (listing your business with a third-party service that will contact you for a quote or appointment when a service you provide is solicited or requested by a consumer on such service), and you authorize us to take any actions as necessary to enable the use of these services for your business, including agreeing to third-party terms that may govern such services.

Thryv/Thryv Leads Performance Tracking Service and Call Record Terms and Conditions

If you use a Thryv feature or add-on service such as Thryv Leads, that includes performance tracking, you agree to the following additional Performance Tracking Services and Call Record Terms and Conditions.

- Performance Tracking Services.** Some forms of advertising may require or be enhanced by the use of certain types of mechanisms (each a “**Tracking Mechanism**”) that are designed to measure or collect information about end user interaction with the advertising. Tracking Mechanisms that may be provided by or used by us with your advertising may include (i) a provisioned phone number acquired by us and inserted in your advertising (each a “Metered Number” “Call Tracking Number” or “CTN”), that forwards incoming callers through to your primary business telephone line and enables us to measure the number of incoming calls to your business resulting from the advertising and provide you with additional information regarding these incoming calls, (ii) customized or re-direct URLs that direct to Advertiser’s website or landing page and enable tracking of website visits, and/or (iii) any form of tracking pixel, code, JavaScript, cookie, web beacon, bar code or similar functionality placed in the ad or website, in each case designed to collect relevant information about end users who interact with the applicable advertising or website. Information collected about end users viewing or interacting with your advertising or website through the Performance Tracking Services may include information describing the end user, or such end user’s online search behavior, including information relating to the timing, nature and extent of the end user’s interaction with the advertising or website, or other information of this type (“Tracked Information”).
- Call Tracking/Robocall Reduction Methods.** Use of a Metered Number in your advertising or website enables us to measure and report to you the number of incoming calls to your business resulting from the advertising, provide you with additional information regarding these incoming calls, and attempt to reduce the number of unwanted spam or robocalls coming in to your business. We will forward or direct to the business telephone number that you provide us, all incoming calls made to the Metered Number, unless (a) you request that we block delivery of certain incoming calls or (b) we determine that the incoming call is likely an unwanted spam or robocall. You acknowledge that accepting Performance Tracking Services means that you authorize us to take measures to reduce the number of spam calls or robocalls that come in to your business via the Metered Number and to not deliver to your business such calls that are determined, through use of our analytics systems and screening methods, to likely be unwanted spam or robocalls. Specifically, you acknowledge and agree that we may, but have no obligation to, insert an Interactive Voice Response, or IVR, process into the flow of incoming calls from the Metered Number to your business number, in which the incoming caller would be required to actively push button(s) in order to continue the call and have it ring through to your business phone number. Forwarding of the Metered Number to your business phone number will deactivate upon cancellation/expiration of the solution for which Performance Tracking Services were used. Thereafter, we may, but are not required to, provide a 30-day “reference of calls” feature wherein an audio message provides the actual business number to the caller. After cancellation/termination of the product or solution for which Performance Tracking Services were used, or the reference of calls period, as applicable, the Metered Number will be disconnected or the incoming calls to it redirected to another business of your type, and/or the Metered Number may be reassigned to another business, which may be a business of your type.
- Metered Number.** You authorize us to act as your agent in acquiring or provisioning the Metered Number and grant us the exclusive right to receive all telephone call data arising from the Metered Number. We do not guarantee any specific exchange for the Metered Number. You understand and agree that callers outside your local directory area may incur a toll when calling the Metered Number, and that the Metered Number cannot accept collect calls. You agree that, as between us, we have ownership rights in the Metered Number, you cannot assign the Metered Number to a third party, and that ownership of the Metered Number cannot be transferred to you at any time during the Term of your advertising. You will not cause or permit the Metered Number to be published or otherwise used in any other advertising medium, including, without limitation, other Internet advertising or in print directories, signs, business cards, flyers, direct mail, newspaper, or radio or vehicle messages. If you change your local telephone service provider or change or disconnect any of the business telephone numbers to which any Metered Number is forwarded during the period we are providing the Performance Tracking Services, you agree to inform us as soon as practical, and preferably before just change takes place. We are not responsible for any failure of the Performance Tracking Service resulting from your failure to comply with this section on notice of changes.

4. **Call Recording.** You acknowledge and agree that (a) **all incoming calls to the Metered Number will be recorded** and the recordings made available to you to play back, only for a limited period after the call is received, (b) **you must opt out of Call Recording by contacting Customer Care for recording to cease**, (c) the Call Recording Service is intended to make an electronic recording of all incoming telephone calls made to the Metered Number so that you (and we, as applicable) can use it to monitor quality, assess and improve performance of services and customer service, and provide insight for training purposes, so you agree to use the call recordings only for these purposes (d) when a caller makes a call to you through any Metered Number, the caller may be automatically advised using a recorded message that each call is subject to recording and monitoring for the above purposes ("Call Prompt Message") prior to the connection of the telephone call to your business number(s), (e) you shall bear full responsibility for informing and obtaining the consent and permission, as necessary per applicable federal, state and local laws, of any person (including any employee, contractor, temporary worker, agency or other person or service) who answers incoming calls on behalf of your business that such calls are being recorded, You acknowledge that you may be required to certify in writing and provide periodic updates of, your compliance with any consent requirements regarding those who answer your incoming phone calls **Sensitive Information.** The Call Recording Service is not intended for the collection and storage of social security numbers, driver's license numbers, financial account numbers, personal or confidential financial information, payment card information, PHI or ePHI (as defined in HIPAA), or any other similarly sensitive information ("**Sensitive Information**"). You may not solicit Sensitive Information from a caller when a call is being recorded pursuant to the Call Recording Service. It is Advertiser's obligation to monitor all Call Recordings for the appropriateness of the information collected and to take measures to ensure that Sensitive Information will not be recorded or stored as part of the Call Recording Service. If Advertiser learns of any Sensitive Information on a Call Recording, then Advertiser must immediately cause that Sensitive Information to be deleted, and take measures to alert us not to continue to store such Call Recording. .

5. **Authorization and Use of Other Tracking Mechanisms.** As applicable to the service or Thryv advertising program in which Performance Tracking is used, you authorize and give full permission and consent to us to install, implement, use, and enable, as applicable, in any advertising or related website or application, certain Tracking Mechanisms, and to permit us to collect, use and store information collected via the Tracking Mechanisms. You agree to cooperate with us as required to enable the Tracking Mechanisms.

6. **Access to and Use of Performance Tracking Results.** You grant us and our third party vendors specific permission to administer, monitor, and access your call lines and recorded calls to provide reports to you, verify the call recording service, and for other administrative purposes, in our sole discretion. You also agree that we may use, disclose, and publish, at our discretion, all Performance Tracking information and results arising from the Metered Number. You may not disclose to any third party the existence or terms of this Agreement or the results arising from the Metered Number.

7. **Limitation of Liability.** You agree that we have no responsibility and shall not be liable for (a) the legality of recording or monitoring telephone calls in accordance with these terms, or any use you make of the recordings of telephone calls, including downloading, storing or divulging the Call Recordings; (b) whether the language used in the Call Prompt Message complies with all federal, state, and local laws, (c) any Sensitive Information collected on any calls, or any claims or actions arising as a result of the recording or storing of such Sensitive Information; or (d) the inadvertent blocking or failure to forward incoming calls that were not actually unwanted spam or robocalls. We shall not be liable or responsible for any failure, outage, or other circumstances that may cause any or all of the telephone calls to the Metered Number not to be received, recorded, monitored, divulged, and/or saved at all and/or as planned, including but not limited to any alleged violation of privacy rights, consequential damages, lost profits, or loss of any other interest that may occur, directly or indirectly.

8. **Remedies.** You shall not use the call recording to intimidate, harass, or otherwise violate the privacy or other rights of a caller, and if we learn of any alleged misuse of the call recording feature, we reserve the right to terminate the totality of your use of the recording feature without prior written notice and without liability to you. If you breach these terms and conditions or the Thryv terms and conditions or those of any service or solution included in or added on to Thryv, including payment obligations, then you will forfeit the right to receive calling data relating to the Performance Tracking Service and we may disconnect the Metered Number and/or require you to reimburse us for all Metered Number charges for the Metered Number and our other expenses

associated with providing the Performance Tracking Services. Such remedies shall be in addition to all other rights and remedies available to us under law or equity. You shall defend, indemnify, and hold harmless DexYP, its affiliates, and its agents (including employees) from any and all claims, liabilities, and/or damages (including, but not limited to reasonable attorneys' fees and costs) that arise from or relate to your use or misuse of the Performance Tracking Services, including the Call Recording feature.