

## ThryvPay<sup>SM</sup> Terms and Conditions

Last Updated November 1, 2021

These ThryvPay Terms and Conditions (the “**ThryvPay Terms**”) are a legal agreement and set forth the terms and conditions upon which Thryv, Inc. (sometimes doing business as Dex Media, Inc.) (“**Company**”, “**us**”, “**our**” or “**we**”) offers you (“**you**,” “**your**”, or “**Client**”) access to Company’s ThryvPay cloud-based payment system, any associated mobile application, and associated services (the “**ThryvPay Services**” or “**ThryvPay**”). Access to ThryvPay is provided solely in accordance with, and subject to, these ThryvPay Terms, our [Privacy Policy](#), and any other Additional Terms as may apply which are referenced herein (collectively, the “**Agreement**”).

**By clicking the checkbox agreeing to these Terms and Conditions or by accessing or otherwise using ThryvPay, you agree to be bound by this Agreement. IF YOU DO NOT AGREE TO ALL SUCH TERMS, DO NOT ACCESS OR USE THRYVPAY.**

### 1. Overview

These ThryvPay terms provide a general description of the ThryvPay Services that Company may provide to you, including those services that allow you to accept payments from purchasers of your goods or services (your “**Customers**”). ThryvPay allows you to accept payments via credit card, debit card, and ACH Transactions (defined below) including processing cards bearing the trademarks of Visa®, MasterCard®, Discover®, and American Express®. ThryvPay features Next Day Funding for Qualified Transactions (both defined below), and five day funding for remaining Transactions (excluding Held Transactions) Where ThryvPay enables you to submit Charges (as defined below), we may limit or refuse to process Charges for any Restricted Businesses, or for Charges submitted in violation of this Agreement.

Company and its affiliates work with various Service Providers, Payment Method Acquirers and Payment Method Providers (each as defined below) to provide you with access to ThryvPay. Your use of ThryvPay may be subject to Additional Terms (as defined below). BY USING THRYVPAY, YOU AGREE TO SUCH ADDITIONAL TERMS.

### 2. Definitions

The following terms used in this Agreement relate to your use of ThryvPay:

“**Charge**” means a credit or debit instruction to capture funds from an account that a Customer maintains with a bank or other financial institution in connection with a Transaction.

“**Dispute**” means an instruction initiated by a Customer for the return of funds for an existing Charge (including a chargeback or dispute on a payment card network; and disputes on the Automated Clearinghouse (ACH) network).

“**Fine**” means any fines, levies, or other charges imposed by us, a Payment Method Provider or a Payment Method Acquirer, caused by your violation of Laws or this Agreement, or as permitted by the applicable Payment Method Rules.

**“Held Transactions”** means those Transactions for which Thryv or its Service Provider delays disbursement of funds to you based on one or more of the following: (i) Thryv or its Service Provider is required to withhold such amounts by applicable Law (as defined below), (ii) you are delinquent in any amount owed to Thryv or its Service Provider under the Agreement, or (iii) otherwise, where in Thryv’s sole discretion, such delay is necessary in order to protect Thryv or its Service Provider against potential risks, including without limitation, existing, potential or anticipated chargebacks, fraud, or your failure to fulfill your responsibilities under the Agreement.

**“Next Day Funding”** means funding for Qualified Transactions will be disbursed the next business day to your Payout Account.

**“Payment Method Rules”** means the guidelines, bylaws, rules, and regulations imposed by the Payment Method Providers and Payment Method Acquirers that operate Payment Methods supported by ThryvPay (including the payment card network operating rules (**“Network Rules”**) for the Visa, Mastercard, Discover and American Express networks; and the NACHA operating rules that apply to the ACH network).

**“Payment Method”** means a type of payment method that Company accepts as part of ThryvPay, such as credit card, debit card, and ACH.

**“Payment Method Acquirer”** means a financial institution that is authorized by a Payment Method Provider to enable the use of a Payment Method by accepting Charges from Customers on behalf of the Payment Method Provider, and routing these Charges to the Payment Method Provider.

**“Payment Method Provider”** means the provider of a Payment Method, such as Visa, Mastercard, Discover, and American Express.

**“Payment Processing Services”** are Services that you may use to accept payments from your Customers for Transactions, perform other financial transactions, manage subscriptions, and perform transaction reporting.

**“Qualified Transactions”** means credit card or debit card Transactions which are fully processed before 6:00 p.m. Eastern Standard Time (**“EST”**), but does not include Held Transactions, ACH transactions, and Transactions processed using Plaid verification services (as discussed in Section 4.d).

**“Refund”** means an instruction initiated by you to return funds to a Customer for an existing Charge.

**“Return”** means an instruction initiated by you, a Customer, a Payment Method Provider or a Payment Method Acquirer to return funds unrelated to an existing Charge.

**“Reversal”** means an instruction initiated by a Payment Method Provider, a Payment Method Acquirer or us to return funds for an existing Charge. Reversals may result from (i) invalidation of a charge by a Payment Method Provider or a Payment Method Acquirer; (ii) funds settled to

you in error or without authorization; and (iii) submission of a Charge in violation of the applicable Payment Method Rules, or where submission of the Charge or your use of ThryvPay violates this Agreement.

“**Service Provider**” means a third-party who provides payment facilitation, authentication or other financial services in order for us to provide the ThryvPay Services.

“**Thryv Service**” means the software solution separately offered by Company that allows you to manage interactions with your Customers.

“**Transaction**” means any particular purchase, sale, order, or other transaction between you and your Customer.

### **3. Your ThryvPay Account**

**a. Registration and Permitted Activities:** Only businesses (including sole proprietors) and other entities or persons located in the United States are eligible to apply for a “**ThryvPay Account**” to use ThryvPay. To register for a ThryvPay Account, you or the person or people submitting the application (your “**Representative**”) must provide us with your business or trade name, physical address, email, phone number, tax identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, and your ThryvPay Account administrator. You may be asked for financial information, or information we use to identify you, your Representatives, principals, beneficial owners, and other individuals associated with your ThryvPay Account. Throughout the term of this Agreement, we may share information about your ThryvPay Account with our affiliates, Service Providers, Payment Method Providers and Payment Method Acquirers in order to verify your eligibility to use ThryvPay, establish any necessary accounts or credit with Payment Method Providers and Payment Method Acquirers, monitor Charges and other activity, and conduct risk management and compliance reviews. We may also share your Data (as that term is defined in Section 13) with affiliates, Service Providers, Payment Method Providers and Payment Method Acquirers for the purpose of facilitating the compliance of Company, the Payment Method Providers, and the Payment Method Acquirers with applicable Laws and Payment Method Rules. We will review and may conduct further intermittent reviews of your ThryvPay Account information to determine that you are eligible to use ThryvPay.

Your name (or the name used to identify you) and URL may appear on your Customers’ bank or other statements. To minimize confusion and avoid potential disputes, these descriptors must be recognizable to your Customers and must accurately describe your business or activities. You may only use ThryvPay to facilitate Transactions with your Customers. You may not use ThryvPay to send money to others, to conduct any personal transactions, or for any other purposes prohibited by these Terms and Conditions.

Company is not a bank and we do not accept deposits, provide loans or extend credit.

**b. Business Representative:** You and your Representative individually affirm to Company that (i) your Representative is at least eighteen (18) years old and is authorized to provide the information described in this Section 3 on your behalf and to bind you to these ThryvPay Terms and (ii) your Representative is an executive officer, senior manager or otherwise has significant responsibility for the control, management or direction of your business. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority. Without the express written consent of Company, neither you nor your Representative may register or attempt to register for a ThryvPay Account on behalf of a user Company previously terminated from use of ThryvPay.

If you are a sole proprietor, you and your Representative also affirm that your Representative is personally responsible and liable for your use of ThryvPay and your obligations to Customers, including payment of any amounts owed under these ThryvPay Terms.

**c. Validation and Underwriting:** At any time during the term of these ThryvPay Terms and your use of the ThryvPay, we may require additional information from you to verify beneficial ownership or control of the business, validate information you provided, verify you or your Representative's identity, and assess your financial condition and the risk associated with your business. This additional information may include business invoices, copies of government-issued identification, business licenses, or other information related to your business, its beneficial owners or principals. We may also request that you provide copies of financial statements, reporting and validating documentation that allows us to calculate outstanding credit exposure or risk of loss (for example, your refund and shipping policies, data on captured but unfulfilled charges, the time between charge capture and fulfillment of your Customer orders), or other records pertaining to your compliance with these ThryvPay Terms. We may also require you to provide a personal or company guarantee. Your failure to provide this information or material may result in suspension or termination of your ThryvPay Account.

You authorize us to retrieve information about you from our service providers and other third parties, including credit reporting agencies and information bureaus and you authorize and direct such third parties to compile and provide such information to us. You acknowledge that this may include your name, addresses, credit history, and other data about you or your Representative. You acknowledge that we may use your information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your ThryvPay Account. Company, our affiliates, or our Service Providers may periodically update this information as part of our underwriting criteria and risk analysis procedures. You acknowledge and agree that Company is under no obligation to provide you with a ThryvPay Account, and such decisions are in the sole discretion of the Company.

**d. Changes to Your Business, Keeping your ThryvPay Account Current:** You agree to keep the information in your ThryvPay Account current. You must promptly update your ThryvPay Account with any changes affecting you, the nature of your business activities, your Representatives, beneficial owners, principals, or any other pertinent information. We may suspend or terminate your ThryvPay Account if you fail to keep this information current. You also agree to promptly notify us in writing no more than three days after any of the following occur: you are the subject of any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, or similar action (any of the foregoing, a "**Bankruptcy**

**Proceeding**”); there is an adverse change in your financial condition; there is a planned or anticipated liquidation or substantial change in the basic nature of your business; you transfer or sell 25% or more of your total assets, or there is any change in the control or ownership of your business or parent entity; or you receive a judgment, writ or warrant of attachment or execution, lien or levy against 25% or more of your total assets.

**e. Dashboard.** You may manage your ThryvPay Account, connect with other service providers, and enable additional features through the ThryvPay management dashboard (“**Dashboard**”).

#### **4. Additional Terms**

Your use of ThryvPay may be subject to additional terms, including without limitation any data or privacy terms incorporated therein, that apply between you and one or more of Company, a Company affiliate, Service Providers, a Payment Method Provider, and a Payment Method Acquirer (“**Additional Terms**”). By using ThryvPay, you agree to the applicable Additional Terms (which are incorporated herein by this reference), including those that separately bind you with our affiliates, Service Providers, Payment Method Providers and/or Payment Method Acquirers. Additionally, a Payment Method Provider may enforce the terms of this Agreement directly against you.

A list of current, specific Service Providers, Payment Method Providers and Payment Method Acquirers and applicable terms are listed in this Section 4 below. We may add or remove Service Providers, Payment Method Providers and Payment Method Acquirers at any time. The Additional Terms may also be amended from time to time. Your continuing use of ThryvPay constitutes your consent and agreement to such additions, removals and amendments.

**a. Payment Cards:** When accepting payment card payments, you must comply with all applicable Network Rules, including the [Visa Rules](#) and Regulations Rules specified by Visa U.S.A., Inc. and Visa International (“**Visa**”), the [Mastercard Rules](#) specified by MasterCard International Incorporated (“**Mastercard**”), the [American Express Merchant Operating Guide](#) specified by American Express, and the Discover Network Rules (please contact [Discover](#) for a copy) specified by Discover Financial Services, LLC (“**Discover**”). Collectively, Visa, Mastercard, American Express and Discover are referred to in this Agreement as the “**Networks.**”

For example, the Network Rules state that you may only accept payments using payment cards for bona fide legal commercial transactions between you and your Customers for goods or services that are free of liens, claims, and encumbrances. You may only use payment network trademarks or service marks consistent with the Network Rules, and the Network Rules also limit your ability to discriminate by card type or charge surcharges for acceptance of payment cards.

The Networks may amend the Network Rules at any time without notice to you, and Company reserves the right to change ThryvPay at any time to comply with the Network Rules. We may share with the Networks (and the Payment Method Acquirer) information you provide to us that we use to identify the nature of your products or services, including the assignment of your business activities to a particular payment network merchant category code (MCC).

Customers typically raise payment card network Disputes (also known as “chargebacks”) when a merchant fails to provide the product or service to the Customer, or where the payment card account holder did not authorize the Charge. High Dispute rates (typically those exceeding 1%) may result in your inability to use ThryvPay. Failure to timely and effectively manage Disputes with your Customers may ultimately result in your inability to accept payment cards for your business.

When you accept payment card Transactions, Network Rules specifically prohibit you from (i) providing cash refunds for a Charge on a credit card, unless required by Laws, (ii) initiating a Refund more than five calendar days after issuing a credit to your Customer, (iii) accepting cash, its equivalent, or any other item of value for a Refund, (iv) acting as a payment facilitator, intermediary or aggregator, or otherwise reselling Payment Processing Services on behalf of others, (v) submitting what you believe or know to be a fraudulent Charge or a Charge that has not been authorized by the cardholder, (vi) submitting a Charge where the Transaction has not been completed or the goods or services have not been shipped or provided (except where the cardholder has paid a partial or full prepayment or the cardholder’s consent is obtained for a recurring transaction), (vii) splitting Transactions into multiple Charges unless certain criteria are met, or (viii) using Payment Processing Services in a manner that is an abuse of the payment card networks or a violation of the Network Rules.

If you misuse ThryvPay for payment card Transactions or engage in activity the Networks identify as damaging to their brand, or if we are required to do so by the Network Rules, we may submit information about you, Representatives, your beneficial owners and principals, and other individuals associated with your ThryvPay Account, to the MATCH terminated merchant listing maintained by Mastercard and accessed and updated by Visa and American Express, or to the Consortium Merchant Negative File maintained by Discover. Addition to one of these lists may result in your inability to accept payments from payment cards. You understand and consent to our sharing this information and to the listing itself, and you will fully reimburse us for any losses we incur from third-party claims, and you waive your rights to bring any direct claims against us that result from such reporting. Our reporting of information under this paragraph is separate from any other right that we may exercise under this Agreement, and we may separately terminate this Agreement or suspend your ThryvPay Account due to the misuse or damaging activity that caused us to make the report.

**b. Automated Clearinghouse (ACH):** The ACH network is controlled and managed by the National Automated Clearinghouse Association (NACHA) and its member organizations. Where submitting Charges over the ACH network, you are required to comply with the NACHA Operating Rules. NACHA may amend the NACHA Operating Rules at any time, and we may amend this Agreement or make changes to ThryvPay as necessary to comply with the NACHA Operating Rules.

You understand and accept your role as the Originator (as defined in the NACHA Operating Rules). You agree to obtain your Customer’s consent to debit or credit their bank account and initiate a Charge over the ACH network. Such consent must be in a form and manner that complies with the NACHA Operating Rules and the documentation for ACH Transactions. As with other Payment Processing Services, you may not, and may not attempt to send or receive funds to or from a person, entity, or state where such Transactions are prohibited by applicable

Law. You also agree to maintain the security and integrity of all information you collect as part of an ACH Transaction.

Any Disputes or unauthorized Charges using the ACH network may result in you becoming unable to accept ACH payments.

**c. Stripe.** We currently use our Service Provider, Stripe, Inc, or its respective affiliates (collectively, “**Stripe**”), to provide you with the ThryvPay Services. You acknowledge and agree that prior to using ThryvPay, you must separately agree to the Stripe Connected Account Agreement applicable to your jurisdiction, as may be amended from time to time with or without notice to you. If you are located in the United States, the Stripe Connected Account Agreement applicable to you is available at: <https://stripe.com/connect-account/legal>. If you are located in any other jurisdiction, you can access the Stripe Connected Account Agreement at [https://stripe.com/\[your country code\]connect-account/legal](https://stripe.com/[your country code]connect-account/legal). For example, if you are located in Australia, your version is available at: <https://stripe.com/au/connect-account/legal>).

**d. Plaid.** Our current Service Provider, Plaid Inc., or its respective affiliates (collectively, “**Plaid**”) provides ACH validation services. When you sign up for your ThryvPay Account, you will have an option to sign up for Plaid account validation for use in connection with ThryvPay. You acknowledge and agree that your use of Plaid in conjunction with ThryvPay constitutes your agreement to the Plaid Additional terms located at: <https://plaid.com/legal/#end-user-services-agreement-us>, as may be amended form time to time without notice to you.

## **5. Your Relationship with Your Customers**

You may only use ThryvPay for legitimate Transactions (defined below) with your Customers. You know your Customers better than we do, and you are responsible for your relationship with them. Company is not responsible for the products or services you publicize or sell, or that your Customers purchase using the ThryvPay Services. You affirm that you are solely responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and for any other ancillary services you provide to your Customers.

Company provides ThryvPay to you but we have no way of knowing if any Transaction is accurate or complete, or typical for your business. You are responsible for knowing whether a Transaction initiated by your Customer is erroneous (such as a Customer purchasing one item when they meant to order another) or suspicious (such as unusual or large purchases, or a request for delivery to a foreign country where this typically does not occur). If you are unsure if a Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of ThryvPay.

It is very important to us that your Customers understand the purpose, amount, and conditions of Charges you submit to us. With that in mind, when using ThryvPay you agree to: (i) accurately communicate, and not misrepresent, the nature of the Transaction, and the amount of the Charge in the appropriate currency prior to submitting it; (ii) provide a receipt that accurately describes each Transaction to Customers; (iii) provide Customers a meaningful way to contact you in the event that the product or service is not provided as described; (iv) not use ThryvPay to sell products or services in a manner that is unfair or deceptive, exposes Customers to unreasonable

risks, or does not disclose material terms of a purchase in advance; and (v) inform Customers that Company or its Service Provider(s) process Transactions (including payment Transactions) for you. You also agree to maintain and make available to your Customers a fair and neutral return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can receive a Refund.

ThryvPay may include functionality that enables you to receive recurring or subscription payments from your Customers, and to issue invoices to your Customers. If you use ThryvPay to submit recurring or subscription Charges, you agree to comply with applicable Laws and Payment Method Rules, including clearly informing Customers in advance of submitting the initial Charge that they will be charged on an ongoing basis and explaining the method for unsubscribing or cancelling their recurring billing or subscription. If you use ThryvPay to issue invoices to your Customers, you understand and agree that it is your responsibility to ensure that the form and content of the invoices comply with applicable Laws, and are sufficient to achieve any legal or tax effect that you are trying to achieve.

You understand and agree that Company or its Service Provider may require additional payment information from your Customer to complete a Transaction. This request shall be communicated to you by Company. You further understand and agree that any failure by you to respond to such request may delay, or altogether prevent, the completion of such Transaction. If you engage in Transactions with Customers who are individuals (i.e. consumers), you specifically agree to provide consumers disclosures required by Law, and to not engage in unfair, deceptive, or abusive acts or practices (“UDAAP”).

## 6. Fees and Fines

Company will provide ThryvPay to you at the rates and for the fees (“**Fees**”) described on the [Pricing](#) page, incorporated into the ThryvPay Terms by this reference. The Fees include charges for Transactions (such as processing a payment) and for other events connected with your ThryvPay Account. At any time, Company may offer “**Discounted**” Fees to you based on criteria it establishes from time to time, including without limitation, high processing volume. Except where otherwise provided on the [Pricing](#) page, Company offers Discounted Fees in its sole and absolute discretion, based on a number of criteria, and makes no guarantee that all clients with similar processing volume, for example, will receive the same Discounted Fees. We may revise the Fees at any time. However, we will provide you with at least 30 days’ advance notice before revisions become applicable to you (or a longer period of notice if this is required by applicable Law).

In addition to the Fees, you are also responsible for any penalties or fines imposed in relation to your ThryvPay Account on you or Company by Company or any Payment Method Provider or Payment Method Acquirer resulting from your use of ThryvPay in a manner not permitted under these ThryvPay Terms or a Payment Method Provider’s rules and regulations.

You are also obligated to pay all taxes, customs, duties, fees and other charges imposed by any governmental authority (“**Taxes**”), including any value added tax, goods and services tax, provincial sales tax and/or, harmonized sales tax, and/or withholding tax on the ThryvPay Services provided under these ThryvPay Terms. In the event you use ThryvPay to make payments or payouts to any third party (including any other ThryvPay user or any third party who is not a ThryvPay user), you agree that you are responsible for determining what Taxes, if



any, apply to those payments or payouts, and for assessing, collecting, reporting, and remitting applicable Taxes as required by Laws in all relevant jurisdictions. You agree Company is not responsible for assessing, collecting, reporting, or remitting any Taxes on the ThryvPay Services provided under these ThryvPay Terms and/or on any payments or payouts you make to any third party through the ThryvPay Services. You agree that our Service Provider(s) may have tax reporting responsibilities, such as to the Internal Revenue Service on Form 1099-K.

## 7. Settlement and Funding Schedule

**a. Your Payout Account:** Company will, with its Service Providers, arrange to settle funds to the bank or other financial institution account that you designate (your “**Payout Account**”). You agree that Company or its Service Provider may verify your Payout Account and maintain records thereof. You affirm that you are authorized to initiate settlements to and debits from the Payout Account, and that the Payout Account is owned by you, titled in your legal or trade name, and administered and managed by a financial institution located in either the United States of America or Australia, in either case, the jurisdiction in which you are located. If you update your Payout Account (including via the Dashboard) then you must ensure that you continue to comply with the requirements of this section.

**b. Funding:** The term “**Funding Schedule**” refers to the time it takes for us or our Service Provider to initiate settlement to your Payout Account. Company or Service Provider may require a holding period before making initial settlement to the Payout Account. After the initial settlement of funds, we or Service Provider will usually settle funds to the Payout Account within the next business day (if eligible for Next Day Funding), or otherwise within five days; however, please be aware that Company, a Payment Method Provider, a Payment Method Acquirer, or the financial institution holding your Payout Account, may delay settlement for any reason (e.g., Held Transactions). Except where Company makes a payment hold determination or the like, we are not responsible for any action taken by the institution holding your Payout Account to not credit the Payout Account or to otherwise not make funds available to you as you expected.

We reserve the right to change the Funding Schedule or to suspend settlement to you. Examples of situations where we may do so are: (i) where there are pending, anticipated, or excessive Disputes, Refunds, or Reversals; (ii) in the event that we suspect or become aware of suspicious activity; (iii) where you exceed a certain daily or monthly transaction threshold; (iv) if you have a negative balance on your Payout Account; or (v) where we are required by Law or court order. We have the right to withhold settlement to your Payout Account upon termination of this Agreement if we reasonably determine that we may incur losses resulting from credit, fraud, or other legal risks associated with your ThryvPay Account. If we exercise our right to withhold Funding for any reason, we will communicate the general reason for withholding the Funding and give you a timeline for releasing the funds.

We also reserve the right to set up auto-debits of the bank account associated with your Payout Account in order to recover negative balances, or to require a reserve fund or segregated escrow account in order to avoid negative balances altogether.

**c. Incorrect Settlement:** The information required for settlement will depend on the financial institution holding the Payout Account. Please make sure that any information about the Payout Accounts that you provide to us is accurate and complete. If you provide us with incorrect

information (i) you understand that funds may be settled to the wrong account and that we may not be able to recover the funds from such incorrect transactions and (ii) you agree that you are solely responsible for any losses you or third parties incur due to erroneous settlement transactions, you will not make any claims against us related to such erroneous settlement transactions, and you will fully reimburse us for any losses we incur.

## **8. Reconciliation and Error Notification**

The Dashboard contains details of Charges, Charge history, and other activity on your ThryvPay Account. Except as required by Law, you are solely responsible for reconciling the information in the Dashboard generated by your use of ThryvPay with your records of Customer Transactions, and for identifying any errors. You agree to review your ThryvPay Account and immediately notify us of any errors. We or our Service Provider will make commercially reasonable efforts to investigate any reported errors, including any errors made by Company, our Service Provider, a Payment Method Acquirer, or a Payment Method Provider, and, when appropriate, attempt to rectify them by crediting or debiting the Payout Account identified in the Dashboard. However, you should be aware that your ability to recover funds you have lost due to an error may be very limited or even impossible, particularly if we did not cause the error, or if funds are no longer available in any Payout Account. For Transaction errors, we or our Service Provider will work with you and our Payment Method Acquirers to correct a Transaction error in accordance with the applicable Payment Method Rules. If you fail to communicate an error to us for our review without undue delay and, in any event, within 60 days after you discovered it and flagged it in the Dashboard, you waive your right to make any claim against us, our Service Providers or our Payment Method Acquirers for any amounts associated with the error.

## **9. Processing Transactions; Disputes, Refunds, Reversals**

You may only submit Charges through ThryvPay that are authorized by your Customers. To enable us to process Transactions for you, you authorize and direct us, our affiliates, our Service Providers, the Payment Method Providers and Payment Method Acquirers to receive and settle any payment processing proceeds owed to you through ThryvPay. You may not, other than as required by the Additional Terms, grant or assign any interest in payment processing proceeds to any third party until such time as the payment processing proceeds are deposited into your Payout Account. You appoint Company or our Service Provider(s), where applicable, as your agent for the limited purpose of directing, receiving, holding and settling such proceeds. You agree that Company's or our Service Provider's receipt of such proceeds satisfies the relevant end-customer's obligations to make payments to you. We will make commercially reasonable attempts to promptly update your ThryvPay Account balance to reflect any such proceeds that we or our Service Provider(s) receive on your behalf. You understand and agree that Company may refuse to process any payment, in its sole discretion.

Except where Company and a Customer have otherwise agreed, you maintain the direct relationship with your Customers and are responsible for: (i) acquiring appropriate consent to submit Charges through the ThryvPay on their behalf; (ii) providing confirmation or receipts to Customers for each Charge; (iii) verifying Customers' identities; and (iv) determining a Customer's eligibility and authority to complete Transactions. However, even authorized Transactions may be subject to a Dispute. Company is not responsible for or liable to you for authorized and completed Charges that are later the subject of a Dispute, Refund, or Reversal, are submitted without authorization or in error, or violate any Laws.

You are immediately responsible to us or our Service Provider for all Disputes, Refunds, Reversals, Returns, or Fines regardless of the reason or timing. We or our Service Provider may decline to act upon a Refund instruction, or delay execution of the instruction, if: (i) it would cause your ThryvPay Account balance to become negative; (ii) you are the subject of Bankruptcy Proceedings; or (iii) where we otherwise believe that there is a risk that you will not meet your liabilities under this Agreement (including with respect to the Charge that is the subject of the Refund instruction).

You may not submit a new Charge which duplicates a Transaction that is subject to a Dispute.

You are liable for all losses you incur when lost or stolen payment credentials or accounts are used to purchase products or services from you. Company does not and will not insure you against losses caused by fraud under any circumstances. For example, if someone pretends to be a legitimate buyer but is a fraudster, you will be responsible for any resulting costs, including Disputes, even if you do not recover the fraudulently purchased product.

A Reversal for a Charge may be issued if the Charge is made without the account owner's authorization or in connection with a Restricted Business, violates the applicable Payment Method Rules, or for other applicable reasons. If a Reversal is issued, we will provide you notice and a description of the cause of the Reversal.

If at any time you fail to reimburse us or our Service Provider for amounts owed under this Section 9—and your ThryvPay Account has insufficient funds to cover—you agree and authorize us to charge the payment method we have on file for you, if any, for the amounts owed.

## **10. ThryvPay Account Support and Customer Dispute Resolution Services**

Company has a dedicated ThryvPay support team (“**ThryvPay Support**”), which will be available 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, excluding US Federal holidays. You can contact ThryvPay Support at [thryvpay@thryv.com](mailto:thryvpay@thryv.com), 88THRYVPAY, or via the Chat box available on your ThryvPay Dashboard.

ThryvPay Support offers support to resolve general issues relating to your ThryvPay Account and your use of the ThryvPay, including answering questions related to: (1) approval, pending status or denial of your ThryvPay Account; (2) Transaction details; (3) Fees; and (4) Funding.

Additionally, ThryvPay Support may assist you with a Customer Dispute. If a Dispute arises out of a Transaction booked through the your Thryv Service, ThryvPay Support will provide you with basic Customer Dispute resolution assistance (the “**Dispute Resolution Services.**”) Dispute Resolution Services will include notice and an individual contact from ThryvPay Support team informing you that a Customer has initiated a Dispute. If you verify that you want to fight the Dispute, ThryvPay Support will make commercially reasonable efforts to pull any applicable Customer history including, communications, receipts, appointment details, documents and invoices from your Thryv Service (the “**Dispute Documentation**”). ThryvPay Support may request additional information from you to provide to Payment Method Providers and Payment Method Acquirers and will assist you in contesting the Dispute. You agree to provide any assistance and information needed by ThryvPay Support to facilitate this process.

Notwithstanding the foregoing, Company makes no guarantee or warranty of any kind that ThryvPay Support will successfully gather or submit Dispute Documentation, or that such Dispute Resolution Services will result in a decision favorable to you. Payment Method Providers and Payment Method Acquirers may deny your challenge for any reason they deem appropriate. ThryvPay Support will provide assistance in processing any necessary Refund(s).

The Dispute Resolution Services are not available to you if the Transaction was not booked through Thryv Services. However, ThryvPay Support can provide you with a general Dispute guide (the “**Dispute Guide**”) upon request to help assist you to gather and submit the necessary information to contest a Customer Dispute. You understand that the Dispute Guide is provided as-is and for informational purposes only. You are solely responsible for gathering and submitting Dispute Documentation. ThryvPay Support will provide assistance in processing any necessary Refund(s).

Except as otherwise provided in this Section 10, you are solely responsible for providing support to Customers regarding Transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities. We are not responsible for providing support for ThryvPay to your Customers unless we agree to do so in a separate agreement with you or one of your Customers.

## **11. Service Requirements, Limitations and Restrictions**

**a. Compliance with Applicable Laws:** You must use ThryvPay in a lawful manner, and must obey all laws, rules, and regulations (“**Laws**”) applicable to your use of ThryvPay and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

**b. Restricted Businesses and Activities:** You may not use the ThryvPay Services to enable any person (including you) to benefit from any activities Company has identified as a restricted business or activity (collectively, “**Restricted Businesses**”). Restricted Businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC).

Please review the list of [Restricted Businesses](#) thoroughly before registering for and opening a ThryvPay Account. If you are uncertain whether a category of business or activity is restricted or have questions about how these restrictions apply to you, please contact us at [ThryvPay@thryv.com](mailto:ThryvPay@thryv.com). We may add to or update the Restricted Business List at any time.

**c. Other Restricted Activities:** You may not use the ThryvPay Services to facilitate illegal Transactions or to permit others to use the ThryvPay Services for personal, family or household purposes. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public ThryvPay systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the ThryvPay Services, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the ThryvPay Services with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the ThryvPay Services or enable functionality that is disabled or

prohibited; (vi) reverse engineer or attempt to reverse engineer the ThryvPay Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the ThryvPay Services or affect use of the ThryvPay Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the ThryvPay Services.

## **12. Suspicion of Unauthorized or Illegal Use**

We may refuse, condition, or suspend any Transactions that we believe: (i) may violate this Agreement or other agreements you may have with Company; (ii) are unauthorized, fraudulent or illegal; or (iii) expose you, Company, or others to risks unacceptable to Company. If we suspect or know that you are using or have used the ThryvPay Services for unauthorized, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your ThryvPay Account, your Customers, and Transactions made through your use of the ThryvPay Services.

## **13. Data Usage, Protection and Privacy**

Protecting, securing, and maintaining the information processed and handled through the ThryvPay Services is one of our top priorities. This section describes our respective obligations when handling and storing information connected with the ThryvPay Services. The following terms used in this section relate to data provided to Company by you or your Customers, or received or accessed by you through your use of the ThryvPay Services:

“**Payment Account Details**” means the Payment Method account details for a Customer, and includes, with respect to credit and debit cards, the cardholder’s account number, card expiration date, and CVV2.

“**Payment Data**” means Payment Account Details, information communicated to or by Payment Method Provider or Payment Method Acquirer, financial information specifically regulated by Laws and Payment Method Rules, and any other information used with the ThryvPay Services to complete a Transaction.

“**Personal Data**” means information that identifies a specific living person or household (not a company, legal entity, or machine) and is transmitted to or accessible through the Services.

“**Company Data**” means details of the API transactions over Company infrastructure, information used in fraud detection and analysis, aggregated or anonymized information generated from Data, and any other information created by or originating from Company or the ThryvPay Services.

“**User Data**” means information that describes your business and its operations, your products or services, and orders placed by Customers.

The term “**Data**” used without a modifier means all Personal Data, User Data, Payment Data, and Company Data.

**a. Data Usage:** Company processes, analyzes, and manages Data to: (a) provide ThryvPay Services to you, other ThryvPay users, and Customers; (b) mitigate fraud, financial loss, or other harm to users, Customers and Company; and (c) analyze, develop and improve our products, systems, and tools. Company provides Data to Service Providers, Payment Method Providers, Payment Method Acquirers, and their respective affiliates, as well as to Company's affiliates, to allow us to provide ThryvPay Services to you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to Company's use of Data for the purposes and in a manner consistent with this Section 13, our [Privacy Policy](#), and any third-party privacy policy, as applicable based on your agreement to any Additional Terms.

**b. Confidentiality:** Company will only use User Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorized by you. You will protect all Data you receive through ThryvPay, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the ThryvPay Services and as permitted by this Agreement or by other agreements between you and us. Neither party may use any Personal Data to market to Customers unless it has received the express consent from a specific Customer to do so. You may not disclose Payment Data to others except in connection with processing Transactions requested by Customers and consistent with applicable Laws and Payment Method Rules.

**c. Privacy:** Protection of Personal Data is very important to us. In addition to the terms of this Section 13, our [Privacy Policy](#) explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide to us or that we collect from you or your Customers. You agree to the terms of our [Privacy Policy](#), which we may update from time to time.

You affirm that you are now and will continue to be compliant with all applicable Laws governing the privacy, protection, and your use of Data that you provide to us or access through your use of the ThryvPay Services. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to Company – or allow Company to collect, use, retain, and disclose – any Personal Data that you provide to us or authorize us to collect, including Data that we may collect directly from Customers using cookies or other similar means. As may be required by Law and in connection with this Agreement, you are solely responsible for disclosing to Customers that Company or its Service Provider(s) process Transactions (including payment Transactions) for you and may receive Personal Data from you. Additionally, where required by Law or Payment Method Rules, we may delete or disconnect a Customer's Personal Data from your ThryvPay Account when requested to do so by the Customer.

If we become aware of an unauthorized acquisition, disclosure or loss of Customer Personal Data on our systems, we will notify you consistent with our obligations under applicable Law. We will also notify you and provide you sufficient information regarding the unauthorized acquisition, disclosure or loss to help you mitigate any negative impact on the Customer.

**d. PCI Compliance:** If you use ThryvPay to accept payment card Transactions, you must comply with the Payment Card Industry Data Security Standards ("PCI-DSS") and, if applicable

to your business, the Payment Application Data Security Standards (“**PA-DSS**”) (collectively, the “**PCI Standards**”).

**e. Company’s Security:** Company is responsible for protecting the security of Data in our possession. We will maintain commercially reasonable administrative, technical, and physical procedures to protect User Data and Personal Data stored in our servers, if any, from unauthorized access, accidental loss, modification, or breach, and we will comply with applicable Laws and Payment Method Rules when we handle User and Personal Data. However, no security system is impenetrable and we cannot guarantee that unauthorized parties will never be able to defeat our security measures or misuse any Data in our possession. You provide User Data and Personal Data to Company with the understanding that any security measures we provide may not be appropriate or adequate for your business, and you agree to implement Security Controls (as defined below) and any additional controls that meet your specific requirements. In our sole discretion, we may implement any security controls or take any action, including suspension of your ThryvPay Account, to maintain the integrity and security of the ThryvPay Services or Data, or to prevent harm to you, us, Customers, or others. You waive any right to make a claim against us for losses you incur that may result from such actions.

**f. Your Security:** You are solely responsible for the security of any Data on your website, your servers, in your possession, or that you are otherwise authorized to access or handle. You will comply with applicable Laws and Payment Method Rules when handling or maintaining User Data and Personal Data, and will provide evidence of your compliance to us upon our request. If you do not provide evidence of such compliance to our satisfaction, we may suspend your ThryvPay Account or terminate this Agreement.

**g. Security Controls:** You are responsible for assessing the security requirements of your business, and selecting and implementing security procedures and controls (“**Security Controls**”) appropriate to mitigate your exposure to security incidents.

**h. Fraud Risk:** We cannot guarantee that you or Customers will never become victims of fraud. If you disable or fail to properly use Security Controls, you will increase the likelihood of unauthorized Transactions, Disputes, fraud, losses, and other similar occurrences. Keep in mind that you are solely responsible for losses you incur from the use of lost or stolen payment credentials or accounts by fraudsters who engage in fraudulent Transactions with you, and your failure to implement Security Controls will only increase the risk of fraud. Company is not liable or responsible to you and you waive any right to bring a claim against us for any losses that result from the use of lost or stolen credentials or unauthorized use or modification of your ThryvPay Account, unless such losses result from Company’s willful or intentional actions. Further, you will fully reimburse us for any losses we incur that result from the use of lost or stolen credentials or accounts.

#### **14. Limitation of Liability**

COMPANY, ITS THIRD-PARTY VENDORS AND SUPPLIERS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. COMPANY’S, ITS THIRD-PARTY VENDORS’ AND SUPPLIERS’ LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT HEREUNDER

DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (I) AN ACT OR OMISSION OF CLIENT OR ITS AFFILIATES OR ANY CUSTOMER; (II) CLIENT'S USE OF OR CLIENT'S INABILITY TO USE THE THRYVPAY SERVICES; (III) DELAYS OR DISRUPTIONS IN THE THRYVPAY SERVICES, (IV) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE THRYVPAY SERVICES; (V) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE THRYVPAY SERVICES; (VI) ACT OR OMISSIONS OF THIRD PARTIES; (VII) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITH RESPECT TO CLIENT ACCOUNTS; (VIII) COMPANY'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR CLIENT'S DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS AGREEMENT OR COMPANY'S POLICIES OR SERVICES MADE IN ACCORDANCE WITH THIS AGREEMENT OR APPLICABLE LAW; (IX) BREACHES BY CLIENT OF THIS AGREEMENT; (X) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; (XI) ACTS OR OMISSIONS OF THIRD PARTIES; OR (XII) COMPANY, SERVICE PROVIDER, A PAYMENT METHOD ACQUIRERS, OR OTHER SUPPLIERS ELECTING TO SUSPEND PROVIDING SERVICES IN RESPECT OF CLIENT OR A CUSTOMER ON THE BASIS OF ITS LEGAL, COMPLIANCE, OR RISK POLICIES.

#### **15. Your Liability For Third-Party Claims Against Us**

Without limiting, and in addition to, any other obligation that you may owe under this Agreement, you are at all times responsible for the acts and omissions of your employees, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

You agree to defend, indemnify and hold us and our agents, representatives, employees, and affiliates harmless from any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement; (ii) your wrongful or improper use of the ThryvPay Services; (iii) any Transaction submitted by you through the ThryvPay Services (including without limitation the accuracy of any product information that your Customer provides or any claim or dispute arising out of products offered or sold by your Customer); (iv) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (v) your violation of any applicable Law; (vi) your negligent or willful misconduct, or the negligent or willful misconduct of your employees, contractors or agents; (vii) the contractual or other relationships between you and your Customers; or (viii) any other party's access and/or use of the ThryvPay Services with Client's access credentials.

**Important Note for Sole Proprietors:** If you are using ThryvPay Services as a sole proprietor, please keep in mind that the Law and the terms of this Agreement consider you and your business to be legally one and the same. You are personally responsible and liable for your use of the ThryvPay Services, payment of Fees, Refunds, Reversals, Fines, losses based on Disputes or fraud, or for any other amounts you owe under this Agreement for your failure to use Security Controls, and for all other obligations to us and to your Customers. You risk personal financial



loss if you fail to pay any amounts owed. Please take the time to take any measures appropriate to protect against such losses.

## **16. Representations and Warranties**

You represent and warrant that: (a) you are eligible to register and use the ThryvPay Services and have the authority to execute and perform the obligations required by this Agreement; (b) any information you provide us about your business, products, or services is accurate and complete; (c) any Charges represent a Transaction for permitted products, services, or donations, and any related information accurately describes the Transaction; (d) you will fulfill all of your obligations to Customers and will resolve all Disputes with them; (e) you will comply with all Laws applicable to your business and use of the ThryvPay Services; (f) your employees, contractors and agents will at all times act consistently with the terms of this Agreement; (g) you will not use ThryvPay for personal, family or household purposes, for peer-to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and (h) you will not use the ThryvPay Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the ThryvPay Services.

## **17. Disclaimer**

THE THRYVPAY SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE THRYVPAY SERVICES IS AT CLIENT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THRYVPAY SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## **18. Disclosures and Notices; Electronic Signature Consent**

**a. Consent to Electronic Disclosures and Notices:** By registering for ThryvPay, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from Company (“**Notices**”), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

**b. Methods of Delivery:** You agree that Company can provide Notices regarding the ThryvPay Services to you through our website or through the Dashboard, or by mailing Notices to the email or physical addresses identified in your ThryvPay Account. Notices may include notifications about your Stripe Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website or emailed to you.

## **19. Termination**

**a. Term and Termination:** These ThryvPay Terms are effective upon the date you first access or use the ThryvPay Services and continues until terminated by you or Company. You may

terminate your ThryvPay Account at any time within your account Dashboard, and by ceasing to use the ThryvPay Services. If you use ThryvPay again or register for another ThryvPay Account, you are consenting to this Agreement.

We may terminate this Agreement or close your ThryvPay Account at any time for any reason (including, without limitation, for any activity that may create harm or loss to the goodwill of a Payment Method) by providing you notice. We may suspend your ThryvPay Account and your ability to access funds in your ThryvPay Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the ThryvPay Services because of significant fraud or credit risk, or any other risks associated with your ThryvPay Account; (ii) you use the ThryvPay Services in a prohibited manner or otherwise do not comply with any of the provisions of this Agreement; (iii) any Law, Payment Method Provider or Payment Method Acquirer requires us to do so; or (iv) we are otherwise entitled to do so under this Agreement. A Payment Method Provider or Payment Method Acquirer may terminate your ability to accept its Payment Method, at any time and for any reason, in which case you will no longer be able to accept the Payment Method under this Agreement.

**b. Effects of Termination:** Termination does not immediately relieve you of obligations incurred by you under this Agreement. Upon termination, you agree to (i) complete all pending Transactions, and (ii) stop accepting new Transactions. Your continued or renewed use of ThryvPay after all pending Transactions have been processed serves to renew your consent to the terms of this Agreement.

In addition, upon termination you understand and agree that (i) all licenses granted to you by Company under this Agreement will end; (ii) we reserve the right to delete all of your information and account data stored on our servers; (iii) we will not be liable to you for compensation, reimbursement, or damages related to your use of ThryvPay, or any termination or suspension of the ThryvPay Services or deletion of your information or account data; and (iv) you are still liable to us for any Fees or fines, or other financial obligation incurred by you or through your use of ThryvPay prior to termination.

## **20. Right to Audit**

If we believe that a security breach, leak, loss, or compromise of Data has occurred on your systems, website, or app affecting your compliance with this Agreement, we may require you to permit a third-party auditor approved by us to conduct a security audit of your systems and facilities, and you must fully cooperate with any requests for information or assistance that the auditor makes to you as part of the security audit. The auditor will issue a report to us which we may share with our Payment Method Providers and Payment Methods Acquirers.

## **21. No Agency; Third-Party Services**

Except as expressly stated in this Agreement, nothing in this Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with any Payment Method Provider. Each party to this Agreement, and each Payment Method Provider, is an independent contractor. Unless a Payment Method Provider expressly agrees, neither you nor we have the ability to bind a Payment Method Provider to any contract or obligation, and neither party will represent that you or we have such an ability.

## **22. 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.

## **23. 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 22 will be in the state and federal courts located in Tarrant County, Texas.

## **24. Assignment**

The Agreement is binding on you and your successors. We may freely assign the Agreement, but you may not without our prior written consent.

## **25. Force Majeure**

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors, suppliers or Service Providers; fires or acts of nature; or any other event over which the respective party has no reasonable control, whether similar or dissimilar to the foregoing. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees, Fines, Taxes, Disputes, Refunds, Reversals, or Returns under this Agreement.

## **26. Severability**

To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

## **27. Waiver**

Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of breach of this Agreement will constitute a waiver of any other breach of this Agreement.

## **28. 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. No additional statement, promise or guarantee by any purported representative of Thryv, Inc. outside the terms of this Agreement, except as made in a duly signed, written amendment, shall create any binding obligation on Thryv, Inc.

## **29. Right to Amend**

We have the right to change or add to the terms of this Agreement at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of the ThryvPay Services by posting such changes on our website. We will provide you with Notice of any changes through the Dashboard, via email, or through other reasonable means. Your use of the ThryvPay Services or Data after we publish any such changes on our website, constitutes your acceptance of the terms of the modified Agreement. You can access a copy of the current terms of this Agreement on our website at any time. You can find out when this Agreement was last changed by checking the “Last updated” date at the top of the Agreement. This Agreement may not be modified in any other way except through a written agreement by authorized representatives of each party.