

# SOCIAL MEDIA SERVICES

## LOCATION -BASED TERMS AND CONDITIONS

Last Updated: May 12, 2023

These Terms and Conditions contain an arbitration provision. Please review the Arbitration section for details.

These Terms and Conditions, our Privacy Policy (defined below), and your Order (collectively, the "Agreement" govern your access to and use of the Social Media Services. By submitting an Order for Social Media Services, creating and registering for a Social Media Services account (an "Account"), and/or using any features of the Social Media Services, you acknowledge that you have read, understand and agree to be bound by the Agreement. Changes to these Terms and Conditions will be posted online in advance of their stated effective date, and any such changes will apply to you thereafter if you continue to use the Social Media Services or the affected feature. You represent that you have the authority to enter into the Agreement, are the age of majority in the state in which you reside, 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.

### 1. Definitions

Defined terms are:

- a. "Authorized User" means your employees, consultants, contractors, or agents that have (i) been assigned Credentials to access and use your Account, (ii) registered to access and use your Account, and (iii) agree to comply with the terms and conditions of the Agreement.
- b. "Credentials" means the user identification and password to the Account delivered to you by us or set by you via your Account.
- c. "Enterprise Partner" means the entity that purchased your Social Media Services package from us for your use.
- d. "Order" means your initial purchase of Social Media Services and any subsequent purchases or upgrades of your Social Media Services package and/or related services made for or using your Account.
- e. "Privacy Policy" means the policy located at [corporate.thryv.com/privacy](https://corporate.thryv.com/privacy).
- f. "Subscription Period" is the amount of time the Social Media Services are provided to you.
- g. "Social Media Services" is cloud-based service that allows you to manage specific aspects of your social media presence and social media advertising, depending on the package selected.
- h. "We," "us" or "our" means the Thryv. Inc. (acting through its Berry Network Division) and the third-party vendors who support the Social Media Services.
- i. "You" or "your" means the individual or business entered as the Account owner during Account registration.

## 2. Packages

A list and description of the specific features included in your Social Media Services package will be provided to you by the Enterprise Partner.

## 3. Features

The Social Media Services include the provision of certain social media postings and advertising. Depending on the Social Media Services package you order, the Social Media Services may include the creation and management of a Facebook Business Page, a Google My Business network Profile, an Instagram Profile, a LinkedIn Personal or Business page, and/or 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 package. You authorize us to establish, post content to, maintain, modify, and access accounts on the specified Social Media Properties on your behalf. Packages may include:

- a. Business Pages. 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 Instagram profile, creation of or exercise of admin rights to the business's Twitter page, creation of or exercise of admin rights to the business's LinkedIn page, or a representatives personal LinkedIn profile, and creation, claiming or verification of your business's Google My Business (GMB) Profile, and management of GMB network activity. All profiles will incorporate business information provided or made available by you.
- b. Posts. Based on your package level, periodic posts per month of either industry-related tips, standard or custom content on the Facebook Business Page, GMB network, Instagram profile, LinkedIn page or profile, and Twitter account (depending on package purchased), with certain posts being "boosted" posts, if applicable to your package.
- c. Blogs. Creation of blog posts. Each blog will be custom written based on topics that are relevant to your industry, product line, or geographic area. If you do not have a blog site or are not willing to give us access to that site, we may create a custom blog site, which will be hosted on our servers.
- d. Social Media Property Advertising Campaigns. Paid advertisements on various Social Media Properties. You must provide us with the necessary information to successfully set up and run the campaign. If custom graphics are needed, we may provide them at an additional charge.

## 4. Your Obligations / Acknowledgements

- 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 content posts described in your package, the addition of any other content, including photos, videos

or other content to your Business Page is your responsibility and is not included in the Social Media Services.

- c. 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 Social Media Services, but billing may begin.
- d. 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 the Social Media Services, or certain features thereof.
- e. 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.
- f. You understand and acknowledge that Social Media Properties are third parties for which we have no responsibility and over which 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. We may at our sole discretion modify the content of your Social Media Services to conform to the requirements of, or to utilize the features of a third-party Social Media Property'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.
- g. **Call Tracking and Call Record. Please review additional terms and conditions related to call tracking and call recording at <https://corporate.thryv.com/terms/>, under "Tracking Service and Call Record Terms and Conditions."** Social Media Services may include or be supplemented with a Call Tracking program in which a Call Tracking Number or CTN is placed into your advertising and calls are forwarded from that CTN to your business phone number. **If you purchase, or your Social Media Services are supplemented with, a Call Tracking program, you understand and agree that calls placed to this number will automatically be recorded and that to opt out of the recording service you must contact Client Care at 877-503-3996.**

## 5. Cancellation / Termination / Suspension

Any termination of your Social Media Services will be handled by the Enterprise Partner as per their terms for termination and must be communicated to us by the Enterprise Partner. We may cancel all or any Social Media Services in your Order 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 in our reasonable discretion, at any time. If your Account is terminated, you agree: (a) to continue to be bound by the terms of this Agreement that survive termination, as applicable, (b) to immediately stop accessing or using the Social Media Services, (c) that your right to access and use the Social Media Services immediately ends, and (d) that we reserve the right to delete all of your information and Account data stored on our servers.

You acknowledge and agree, that, to the max extent permitted by applicable law, 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. Usage and Right of Access

We grant you and your Authorized Users a non-exclusive, non-transferrable, limited, and revocable right to access and use the Social Media Services solely through your valid Account(s) in accordance with all terms and limitations of this Agreement and any documentation we provide about the Social Media Services features and functionality. You receive no right to the Social Media Services other than those specifically granted in this Section 6. Without limiting the generality of the foregoing, you agree that you will not use or attempt to use the Social Media Services 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 the Social Media Services. You agree that you will not sell, resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use the Social Media Services, including, without limitation, providing outsourcing, service bureau, hosting, application service provider or on-line services to third parties, or otherwise make the Social Media Services, or access thereto, available to any third party. You agree that you will not allow non-Authorized Users to use your Account or Credentials to access or use the Social Media Services under any circumstances (note: you should not need to provide your Credentials to any of our personnel in order to obtain customer service or support). You acknowledge and agree that the Enterprise Partner who purchased and/or provided your Social Media Services may access your business location's Social Media Services account at any time and for any reason, subject to applicable terms between you and Enterprise Partner, if any, and you agree that we may provide Enterprise Partner any necessary credentials to access your business location's Social Media Services Account and provide any reporting that Enterprise Partner requests from us in relation to your business location's Account or your Social Media Services usage metrics 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.

## 7. Security of Passwords / Account Transactions

You are entirely responsible for maintaining the confidentiality of your Account and any Credentials, including those for Authorized Users and for any charges, damages, liabilities or losses incurred due to your compromise of your Account Credentials. You are responsible for all acts and omissions of your Authorized Users and you agree that **the conduct of any Authorized Users in clicking on any on-screen buttons, purchasing any upgrades, 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.** You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you. We may revoke your Credentials or deny you or any Authorized User access to any administrative or other functionality, in whole or in part, at any time in our reasonable discretion, but especially if we detect any threat to the security or integrity of our systems associated with your Account.

## 8. Operational Limits and Changes

You acknowledge that certain Social Media Services features 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 features. 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, third-party networks and sites. In addition, you acknowledge that wireless carriers may implement changes that delay or prohibit our provision of the Social Media Services. To the max extent permitted by applicable law, 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 the Social Media Services 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 the Social Media Services. We will make reasonable efforts to keep the Social Media Services operational 24 hours per 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.

## 9. Complying with the Law

**You understand that you and your usage of the Social Media Services (and your Authorized Users and their usage of the Social Media Services) must comply with all laws, rules, regulations, codes, and requirements, as well as amendments to these laws, rules, regulations, codes and requirements (the "Laws") related to the Social Media Services and the included features that are applicable to your business, your business type and your business's location.**

## 10. Our Rights / Remedies

If you or your fail to meet any 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) remove, suspend, or modify your Account access; (ii) suspend or terminate your Account without liability; and (iii) 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 Social Media Services 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 the Social Media Services 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.

## 11. Feedback

Any questions, comments, suggestions, ideas, original or creative materials or other information you provide about the Social Media Services or our other products or services (collectively, "Feedback"), is non-confidential and will become our sole property. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## 12. How to Contact Us

For questions about this Agreement or your Social Media Services, please call Client Care at 800-366-1264.

## 13. Limitation of Liability/Disclaimers

We are not responsible for any claim that arises between your customers and you or between you and Enterprise Partner related to your use of the Social Media Services.

**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.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WE WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (I) YOUR INABILITY TO USE THE SOCIAL MEDIA SERVICES, INCLUDING AS A RESULT OF ANY (A) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OR ACCESS TO THE SOCIAL MEDIA SERVICES, (B) OUR DISCONTINUATION OF THE SOCIAL MEDIA SERVICES OR ANY FEATURE, OR (C) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF THE SOCIAL MEDIA SERVICES OR ANY FEATURE FOR ANY REASON; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (III) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SOCIAL MEDIA SERVICES OR ANY FEATURE; OR (IV) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED \$100.**

The limitations in this Section shall apply notwithstanding any failure of essential purpose under this Agreement. To the max extent permitted by applicable law, we are not liable to you for any deviation from or change in our policies, practices, and procedures.

You understand and agree that we have set our prices with your Enterprise Partner and entered into this Agreement with you in reliance upon the limitations of liability set forth in these Terms

and Conditions, which allocates risk between us and form the basis of a bargain between the parties.

#### 14. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration

Except as set forth below, you and we agree that we will resolve any disputes between us (including any disputes between you and a third-party agent of ours) through binding and final arbitration instead of through court proceedings. You and we hereby waive any right to a jury trial of any Claim (defined below). All controversies, claims, counterclaims, or other disputes arising between you and us or you and a third-party agent of ours (each a "Claim") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. 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 six (6) months after the filing of the arbitration demand with the American Arbitration Association. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. You and we agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. However, the Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including, but not limited to, a claim that all or any part of this Agreement is void or voidable.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude either party from seeking action by federal, state, or local government agencies. You and we also have the right to bring qualifying claims in small claims court. In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with this Agreement, nor a waiver of the right to have disputes submitted to arbitration as provided in this Agreement.

Neither you nor we may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or our individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator may award in the arbitration the same

damages or other relief available under applicable law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a "public injunction" and any such "public injunction" may be awarded only by a federal or state court. If either party seeks a "public injunction," all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a "public injunction" in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party's claim or prayer for "public injunctive relief." In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms and Conditions will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms and Conditions. This Section of the Terms and Conditions will survive the termination of your relationship with us.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

## 15. Your Content

"Client Content" means content you, or any person(s) using your Account, supplies or makes available to us for publishing, posts directly, or asks us to use in the Social Media Services. 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 in relation to the Social Media Services. We will not use, retain or disclose your Client Content without your consent or for any other purpose except to provide you the Social Media Services, including for any commercial purpose of ours outside of our direct business relationship with you, although we may use de-identified or aggregated and anonymized information or metrics about your use of or engagement with the Social Media Services for our internal analytical purposes and/or to improve our services. To the extent you include or incorporate any materials in your Client Content that are or may be subject to a third-party copyright, trademark or other intellectual property or publicity right, you certify that you have the relevant permissions and consents to use such materials in a promotional context and to pass on such rights to us. 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 Social Media Services features. Without limiting the foregoing, you represent that the Client Content (i) shall be true and accurate to the best of your knowledge, and (ii) is not defamatory, offensive, obscene, indecent, or otherwise unlawful or objectionable. We may refuse to accept



or transmit Client Content for any reason. We may remove Client Content from the Social Media Services for any reason.

## 16. Our Rights in Content / Copyright / Trademarks; Publicity

If we create or supply any content for your use with the Social Media Services, the content we create is our sole and exclusive property ("Our Content"), except for included Client Content and any content we license from a third party. You understand that we may supply such Our Content or similar content to our other clients. You agree that you have no right to use Our Content apart from the Social Media Services without our written permission. You agree that we own the copyright in, and all copyrighted portions of the Social Media Services. 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.

## 17. 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 and your Authorized Users 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 you advertise in all applicable jurisdictions; (iii) you and your Authorized Users have not made any false or misleading claims in Client Content or any communications via the Social Media Services; (iv) in the event you use third-party social media logos or other membership organization's branding in your advertisement(s) or communications, you are and will remain a member in good standing of each social media platform or membership organization represented with logos and/or branding in your advertisement(s) or website, in accordance with the rules and/or terms and conditions of such platforms or organizations; (v) you and your Authorized Users will comply with our digital privacy policy and terms of use as applicable; (vi) you and your Authorized Users have not requested, and will not use, the Social Media Services 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 Social Media Services to you; and (viii) you are or are authorized to represent the business identified in your Account profile (collectively, your "Client Representations"). **You will notify us immediately if any of the above becomes inaccurate.**

## 18. Indemnifications

To the maximum extent permitted by applicable law, 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 or your Authorized Users failure to comply with all Laws; (c) any act, omission or fault of you, your Authorized Users, or your employees, agents or contractors in connection with your use of the Social Media Services; and (d) any claim that the Client Content or other information provided by you or your Authorized Users violates any applicable Law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right. You will continue to be obligated by this Section even after the

termination of the Agreement. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense.

## 19. 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 18 will be in the state and federal courts located in Tarrant County, Texas.

## 20. 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 the Social Media Services. 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 of our employees or agents are 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. No additional statement, promise or guarantee by any purported representative of ours outside the terms of this Agreement, except as made in a duly signed, written amendment, shall create any binding obligation on us.

## 21. Assignment

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

## 22. 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. Neither party will be liable for any damages arising from acts of God or events outside of that party's reasonable control. If any provision of the Agreement is found to be unenforceable, the rest of the Agreement will remain in full force and effect.

## 23. 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.

## 24. 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 commercial and transactional telephonic or electronic correspondence from us at**

such number or address via phone call, facsimile, email or text, including via auto-dialer or recorded message. To opt out of such communications, follow opt-out or unsubscribe instructions included in the text message or email, or contact Client Care at 800-366-1264. You agree that telephone conversations between you and us or our agents may be monitored and/or recorded.