

Thryv Promotional Terms and Conditions

Last updated October 22, 2021

Welcome to Thryv®, an integrated business software solution that allows you to easily manage your business from one single hub. With the Thryv platform and application, you can manage your business's customers using appointment scheduling, customer list management, online and mobile payments, estimates and invoicing, SMS text messaging, email messaging, a customer portal, a communication inbox, and available video, website, full-service social, and a leads program, depending on your Thryv package level.

You have been offered a special promotion to use Thryv (the "Promotion").

These Thryv Promotional Terms and Conditions ("Promotion Terms"), the [Thryv Terms and Conditions](#) (the "Thryv Terms"), the Thryv Solutions Terms contained within the Thryv Terms (as applicable), our [Privacy Policy](#) and your Order make up the agreement between you and us regarding your purchase and use of Thryv (the "Agreement"). **These Promotion Terms outline any special pricing and terms that may conflict with the Thryv Terms. In the event of a conflict between these Promotion Terms and the Thryv Terms, these Promotion Terms will govern.** Any terms used but not defined herein, shall have the meaning set forth in the Thryv Terms.

By purchasing Thryv, creating and registering for a Thryv account (an "Account"), and/or using any features of Thryv, you acknowledge that you have read, understand, and agree to be bound by the Agreement. Changes to the Agreement 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 Thryv or the affected Solution or feature. Thryv is only intended for use by companies located in the United States of America with US-based customers, except for specific non-US countries and territories approved by Thryv in its sole discretion. If you intend to use Thryv within the US, 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, that you will not use Thryv with/for any non-US based customers, and that your business is not engaged in marketing or providing services of an "adult" nature, pharmaceuticals, marijuana-related products or services, or guns/firearms-related services, for which you wish to utilize Thryv. The Promotion is not available to companies located outside of the US.

1. Definitions.

- a. "You" or "your" means the individual or business entered as the Account owner during Account registration.
- b. "We," "us" or "our" means Thryv, Inc. (sometimes doing business as Dex Media, Inc.)

2. Promotion. The Promotion may allow you to (i) access Thryv via a “free trial” period, (ii) purchase a Thryv subscription at a discounted rate, and/or (iii) purchase a Thryv subscription with a modified commitment period. The details of your Promotion will be described in your Order confirmation, including any fees payable and the length of your initial Subscription Period. Upon expiration of the Subscription Period of your Promotion, your Subscription will default to the standard Thryv Terms and then-current retail rates for Thryv. If at any time you upgrade your Thryv package, the Promotion will be void and will no longer apply.
3. Free Trials. If we offer you a free trial to access Thryv, we will make Thryv available to you until the earliest of: (a) the end of the free trial per specified your Order; (b) the start date of any paid Subscription for Thryv; (c) termination by us, at any time, our its sole discretion; or (d) termination by you pursuant to the Thryv Terms. You may only use a free trial Promotion once.