

DIRECT RESPONSE ADVERTISING MASTER TERMS AND CONDITIONS

I. DEFINITIONS

“**Call Tracking Number**” means a provisioned phone number acquired by Publisher and inserted in the ordered Products that forwards incoming callers through to the Client’s primary business telephone line and enables Publisher to measure the number of incoming calls to the Client’s business resulting from the Products and provide Client and/or Agency with additional information regarding these incoming calls.

“**Client**” means the advertiser/national client listed on the applicable IO and its affiliated and related entities.

“**Agency**” means the entity accepting these Terms and Conditions and its affiliates and related entities. The company named as the Agency in an IO for Direct Response Advertising or advertising billed on an Inquiry Fee basis accepts these Terms and Conditions as governing such an IO.

“**Direct Response Advertising**” means Products designed to drive Inquiries to a Client and billed on per Inquiry Fee basis.

“**Directory Issue Life**” is the time during which a print directory is published, distributed, circulated or otherwise made available for public use, before it is replaced with a subsequent issue or discontinued, and typically ranges from 18 to 24 months for each print directory, provided however, Publisher may, at any time and without notice, increase or decrease the Directory Issue Life by up to six months.

“**Effective Date**” is the Date of Order on the IO.

“**Digital Products**” means Publisher-provided advertising for Client on various digital media, including on the Digital Platform.

“**Digital Platform**” means Publisher’s Internet-based, interactive business search service and other services consisting of websites and applications owned and operated by Publisher as well as websites, wireless platforms, and other applications owned by third parties with whom Publisher has agreements to distribute and display business information and advertising.

“**Inquiry**” means a telephone call, which call remains connected for no less than the call duration as set forth in the IO, and which is (a) placed to a Call Tracking Number published in a Publication during the Directory Issue Life plus a period of 180 days, (b) placed to a Call Tracking Number published in an Digital Product until terminated, or (c) generated from any other Services identified in the IO until terminated.

“**IO**” means a mutually agreed upon “**Insertion Order**” that incorporates these Terms and Conditions and includes a list of the Products and Services ordered from Publisher by Agency for resale to or on behalf of Client.

“**Print Products**” means Publisher-provided advertising for Client in Publications.

“**Products**” means, individually or in combination, Print Products and/or Digital Products.

“**Product Terms**” are product-specific terms, incorporated here by reference, that govern certain Products and Services ordered. These terms are located at <https://corporate.thryv.com/terms/>.

“**Publications**” means Publisher print directories, other Publisher printed non-directory products, and print directories owned by third parties with whom Publisher has agreements.

“**Publisher**” means Thryv, Inc. with a principal place of business at 2200 West Airfield Drive, D/FW Airport, Texas 75261.

“**Services**” means certain non-Product online and/or offline advertising and marketing services to be performed by Publisher for Agency on behalf of Client as set forth on an IO.

“**Terms and Conditions**” means these Direct Response Advertising Master Terms and Conditions which may be modified by Publisher from time to time with the current version posted to <https://corporate.thryv.com/terms/>.

“**Tracking Services Terms**” means those terms located at <https://www.thryv.com/pdfs/tc/29160.pdf> that apply to call tracking and related services, as may be modified from time to time by Publisher.

Unless otherwise defined herein, each term used herein shall have the same meaning as defined in the IO.

II. ENTIRE AGREEMENT/MODIFICATIONS

The IO, these Terms and Conditions, the Tracking Services Terms, and any [Product](#) Terms for the Products and Services order via an IO, collectively form a legal and binding agreement between Publisher and Agency (the “**Agreement**”). Agency is responsible for reviewing all terms in the Agreement. Changes to the Agreement will be posted online at the specified website locations. Publisher may provide Agency with separate notice of any material changes, but such changes will apply if Agency continues to use the Products and/or Services after the effective date of any changes. If Agency does not agree with such changes, Agency may terminate any affected IO as set forth herein.

The Agreement supersedes all prior agreements and representations, whether express or implied, written or oral with respect to the Products and Services ordered in the IO. Except for posted updates to the Terms and Conditions or other product-related terms, **neither Agency nor any Publisher employee or agent is authorized to change or add to the Agreement or any other documents that are part of the Agreement in any way except in a signed writing approved by duly-authorized representatives of both parties, and any other purported change or addition, whether oral or written, is void. In the event of a conflict, the order of precedence is these Terms and Conditions, the IO, the Tracking Services Terms, and any [Product](#) Terms.**

The Agreement is binding on the parties and their respective successors and assigns. Agency may not transfer or assign its rights or obligations under the Agreement without the prior written consent of Publisher, which consent may be withheld in Publisher's sole and absolute discretion. Except as otherwise set forth in the Agreement, no party will lose any rights by failing to enforce a right or delaying enforcement of a right. No party will be liable for damages arising from acts of God or events outside of that party's control. If any provision of the Agreement is found to be unenforceable, the rest of the Agreement will remain in full force and effect.

III. INSERTION ORDERS

- a. IO Details. From time to time, Agency may submit to Publisher an IO on behalf of or relating to a Client. As applicable, each IO will specify, among other items: (i) the type and quantity of Products and/or Service(s) requested, (ii) the rate(s) for such Products and/or Services, (iii) the applicable minimum call duration for the Products and/or Service(s), and (iv) the requested headings or categories for the Products.
- b. Acceptance of IOs. By submitting a signed IO, Agency is requesting Publisher to provide the Products and/or Services set forth on the IO for or on behalf of Client. Acceptance of the IO will be deemed the earlier of (i) entry of the Order into the LSA Elite system, or (ii) publishing the Products.
- c. Modifications/Revisions to IOs. Modifications/revisions to an originally submitted IO will not be accepted. For modifications/revisions, Agency must submit a new IO with any changes, which, when accepted by Publisher, shall supersede previously submitted IO(s) with respect to the Products and/or Services for Client.
- d. Cancellation of IOs. Either party may cancel an IO within 3 business days after submission, or, for a Print Product, the earlier of 3 days after submission or the Close Date (which is the last day to make changes prior to publication) (the "**Cancellation Period**"). For Termination of IOs after the Cancellation Period, see Section VI - Termination.
- e. Submission of IOs. IOs may be submitted or accepted via email, facsimile, or hand-delivery.

IV. PAYMENT TERMS

- a. Inquiry Fee. As consideration for Publisher's provision of the Products and/or Services for a Client as set forth in an IO submitted by Agency, Agency agrees pay to Publisher the fee(s) set forth in the IO (the "**Inquiry Fee**") per each Inquiry (as defined above, herein), subject to any requirements listed in the IO. Agency is not required to pay for (i) calls which do not qualify as Inquiries (as defined herein) because they are less than the call duration listed in the IO for each respective Product, or (ii) repeat Inquiries (multiple Inquiries originating from the same unique telephone number as identified by caller id information to the same unique Call Tracking Number) which occur during a given calendar month. If the telephone call duration is equal to or greater than the call duration listed in the IO and the originating telephone number cannot be determined, the call will be counted as an Inquiry and is subject to an Inquiry Fee. Per the definition of Inquiry, Inquiry Fees may continue to accrue for 180 days past the end of the Issue Life for a Print Product and will continue to be the responsibility of the Agency. **Publisher does not, and cannot, predict the quantity or quality of Inquiries generated by the Products and/or Services.** Unless otherwise expressly agreed in an IO, Agency acknowledges that there is no cap, ceiling or limit as to the amount of Inquiries for which Agency may have to pay. Agency also agrees in order to purchase Directory Response Advertising, Agency agrees that Client's previous issue spend ("PI") for non-Directory Response Advertising Print Products. If PI is not maintained, Publisher may at its sole and absolute discretion terminate the applicable IO and redirect or disconnect the Call Tracking Number(s) provisioned pursuant to these Terms and Conditions.
- b. Publisher shall invoice Agency monthly for all amounts due to Publisher, and Agency shall pay all invoices net thirty (30) days after invoice date. Late charges will begin to accrue after the due date at a rate equal to the lesser of 18% per annum or the highest lawful rate. In addition, if a check or draft is dishonored for any reason, Publisher may charge a service fee in an amount equal to the highest lawful amount. Agency's obligation to pay the Inquiry Fee and any late charges or service fees shall survive the expiration or termination of these Terms and Conditions for any reason. The parties agree that if Publisher does not receive payment when due, Publisher may in its sole and absolute discretion (i) cancel any Digital Products, (ii) remove any Print Products that have not published, and/or (iii) redirect (possibly to a competitor or other business of the same type as Client) or permanently or temporarily disconnect Call Tracking Number(s). If payment is more than 45 days late, in addition to the above remedies, Publisher may in its sole discretion (1) require Agency to pay immediately all unpaid amounts due to Publisher under these Terms and Conditions, even if incurred under separate IOs, (2) require Agency to reimburse Publisher for all Call Tracking Number charges and related expenses; (3) recover from Agency all collection costs and attorneys' fees; and (4) pursue any other available legal or equitable remedies.
- c. Limiting endorsements. Agency shall not include any limiting endorsement on a check or other form of payment, and Publisher may cash a check containing a limiting endorsement or accompanied by any limiting instruction without affecting Agency's obligation or Publisher's rights.

V. ADVERTISING

- a. Product Content. Product content is due to Publisher within 30 days of Agency submitting an IO or by the deadlines established by Publisher.
- b. Proofs. Publisher does not guarantee that it will provide proofs of the Products. If Publisher does provide proofs in time for modifications, Agency shall notify Publisher in writing of any changes/errors before the deadline Publisher sets. Otherwise, Publisher may publish the Products(s) and/or perform the Service(s) as shown and no adjustment will be made. Colors, contrast, photos, font, graphics, and other features may appear differently in the published product and no adjustments will be made for those differences.
- c. Revisions to Products. Agency may request revisions in writing: (a) to Print Products by the later of the close or three business days after the Print Products are deemed ordered and (b) for Digital Products and Services, within 21 days after the order date.
- d. URL. Agency will prohibit Client from including a URL in any Product designed to generate Inquiries or paid on an Inquiry Fee basis.

- e. **Product Placement.** Publisher does not guarantee the placement or position of any Product (or the advertising of any other advertiser) on or within any Publication, the Digital Platform, or any page, cover, or heading and will not provide any adjustments on claims relating to placement for any Product.
- f. **Call Tracking Numbers.** Publisher shall provide a Call Tracking Number in every Product. Agency will prohibit Client from utilizing the Call Tracking Numbers, either individually or in combination, in any other form of advertising, including without limitation, non-Publisher products or other advertising products. Publisher does not guarantee any specific exchange for the Call Tracking Numbers. Agency understands and agrees that, if local Call Tracking Numbers rather than toll-free numbers are used, callers outside Client's local directory area may incur a toll when calling Call Tracking Numbers, and that Call Tracking Numbers cannot accept collect calls. Agency acknowledges and agrees that, as between the parties, Publisher has all right and license to all Call Tracking Numbers, Agency will not assign Call Tracking Numbers to any other client or third party (and will prohibit Client from doing so) and ownership of the Call Tracking Numbers will not be transferred to Agency or Client at any time. Agency acknowledges that Publisher may use, disclose, and publish, in its sole discretion, all call tracking information and results arising from Call Tracking Numbers. **Call Tracking Numbers appearing in Products will be disconnected and may be reassigned (possibly to a competitor) by Publisher if these Terms and Conditions or the relevant IO are terminated by either party.**

VI. TERMINATION

Subject to any payment obligations herein, and unless otherwise specified in an IO, Publisher or Agency may terminate an IO and these Terms and Conditions with 30 days prior written notice to the other party. Note that for Print Products that have already been published, Termination of an IO or these Terms and Conditions will not affect any Inquiry Fees for Inquiries that result from such Print Products, which will continue to be the obligation of Agency for that Client. In addition to Agency payment obligations, all other provisions of the Agreement, which, by their nature, are intended to survive the expiration or termination of these Terms and Conditions, shall survive any expiration or termination of these Terms and Conditions.

VII. DATA USAGE, DATA OWNERSHIP AND PRIVACY

- a. **Products/Publication/Distribution.** Publisher reserves the sole right to determine (and may change at any time without notice to Agency) the design, content, size, geographic coverage, distribution, and appearance of, and the types of advertising offered in, its Publications, Digital Platform, and Services and how, where, how many, when, and whether they are published, distributed, reissued, or displayed. Publisher may reject all or any portion of Products or Services at any time and for any reason (even if previously approved). If Publisher receives allegations of copyright or trademark infringement, Publisher may remove the disputed content immediately. Publisher may change the content of any of the Products to conform to its standards, practices and policies or the policies of any third party on whose site, platform or network any Products is published. Publisher may publish the Products of any other advertiser at any time and at any location in the Publications and in its Digital Platform.
- b. **Client Content.** "Client Content" means content (including, but not limited to, photos or other images, video footage, logos, text and/or artwork, whether in a single submission or multiple submissions) that Agency, or any person(s) using Agency's or Client's password, supplies to Publisher, posts, or asks Publisher to use in the Products. Agency grants Publisher and Publisher's third-party service providers and their third-party service providers, as applicable (and represents and warrants that it has authority on behalf of Client to grant to such parties) a perpetual, royalty-free, sub-licensable, non-exclusive right and license to 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. Notwithstanding the foregoing, Publisher agrees to not use Client Content in marketing materials that solely benefit Publisher, e.g., collateral, brochures, etc., unless permission is granted by Client. Publisher reserves the right to reject Client Content that does not meet Publisher's advertising policies and standards, as same may change from time to time without notice.
- c. **Rights in Publisher Content/Copyright/Trademarks.** If Publisher creates or supplies any content for the Products or designs the Products, the content and the Products Publisher creates or licenses from third parties are, as between the parties to this Agreement, Publisher's sole and exclusive property ("Publisher Content"), except for any Client Content contained therein. Publisher may supply such Publisher Content to other clients. Agency agrees that it has no right to use, or permit others (including Client) to use, that Publisher Content or the advertising developed with that Publisher Content in other advertising or materials or in any other way and will prohibit Client from using the advertising and Publisher Content for any other purpose. Agency acknowledges that Publisher or its licensor(s) owns the copyright in, and all copyrighted portions of, each Publication and the Digital Platform and will make this known to Client. Agency shall not use or alter, and will prohibit Client from using or altering, any trademark, trade name, trade dress or any name, picture or logo that is commonly identified with Publisher or Publisher's affiliates.
- d. **Collection and Use of Data.** Agency authorizes Publisher (and represents and warrants that it has authority on behalf of Client to grant such authorization) to collect (including through use of tracking mechanisms), disclose, and use data concerning the delivery of Products and Services, individuals' interactions with Products and Services, the performance and receipt of the Products and Services, and for any other legal purpose in accordance with Publisher's [Privacy Policy](#) and the applicable Product Terms. Agency understands and agrees that Publisher makes no representations or warranties that the Products or Services will comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and that the Products and Services are not intended to be used to collect, communicate, or store any "protected health information," as defined therein. Accordingly, if Client communicates or stores any protected health information via the Product or Services, it does so without Publisher's knowledge or consent and at its own risk.
- e. **Service Provider.** The parties agree that Company is your service provider/data processor, as such terms are defined and understood pursuant to applicable data protection laws. As your service provider, we agree not to sell, retain, use or disclose any personal information for any purpose other than the specific purpose of providing the Services to you hereunder, although we may use de-identified or aggregated and anonymized information or metrics about your use of or engagement with the Services for our internal analytical purposes and/or to improve our services. You represent and warrant that your use of the Services will comply with all applicable data protection laws. Without limiting the generality of the foregoing sentence, you understand and agree that as between Company and Agency, Agency is solely responsible for, obtaining any consent necessary for Company to collect and process personal information as part of the Services.

- f. **Agency's Representations.** Agency represents and warrants that: (i) Client has the unrestricted right to use and to grant the licenses that it grants in the Agreement with respect to all Client Content and that Client's licensing of Client Content to Publisher will not infringe any third party copyright or trademark rights; (ii) the purchase of the Products for Client and all Client Content complies with all applicable laws, orders, codes, regulations and industry rules and requirements, and Client and any individuals listed in the Products have all required licenses to provide the goods and services advertised in all jurisdictions where the Products appear; (iii) Client has not made any false or misleading claims in any Products; (iv) in the event Client uses third-party social media logos, industry memberships or certifications, or other branding in its Products, Client is and will remain a member in good standing and comply with the rules, standards and/or terms of use, as applicable of each social media platform, group or association represented with logos and/or branding in its Products; (v) Client has not requested, and will not use, the Products or Services, or Publisher's Digital Platform for any unlawful purpose or business; (vi) neither Agency nor Client has violated any contractual or other legal obligation or any applicable law by binding itself to or performing its obligations under the Agreement, or by requesting Publisher to publish any Products; and (vii) Agency has the authority to purchase for Client the Products and Services in any IO, and Client is or has the authority to represent the business related to the Products and Services on an IO hereunder (collectively, the "**Agency's Representations**"). Agency shall notify Publisher immediately if any of the above becomes inaccurate.
- g. **Client Content Representations.** In addition to the Agency's Representations, with respect to all Client Content submitted to Publisher to include in the Products and/or to be used in connection with the Services, Agency represents and warrants that all:
- i. The Client Content was created by Client or Client's agents and Client has the unrestricted right and authority to use the Client Content in any media or medium and in any Product, in the way it is used in such Product, media or medium and to give Publisher the rights granted in the Agreement, or the Client Content was created by a third party who has given Client written permission to use the Client Content in the Products, media or medium and to give Publisher the rights granted in the Agreement; and
 - ii. If the Client Content includes the name or a photo or other image or likeness of a person or persons, Client has obtained from each such person (or from the parent or lawful guardian of any person who is under eighteen (18) years of age) the unrestricted and perpetual right to use the name, photo, or other image or likeness in the manner contemplated by, and to grant Publisher the rights granted under the Agreement.
 - iii. Agency acknowledges that each submission of Client Content that Client makes to Publisher, be it offline or online, is made subject to these representations.
- h. **Confidentiality.** Except as may be required by law, regulation, regulatory process or proceeding, or stock exchange regulation, Agency shall not and shall ensure that Client and all of Agency's and Client's affiliates and representatives do not, without the prior written consent of Publisher, disclose to any third party any provisions or information about or included in the Agreement.

VIII. LIMITATION OF LIABILITY

Agency shall review the Products immediately after their publication or provision and notify Publisher in writing of any errors or omissions no later than 30 days after the error is first published or displayed or the Product is omitted. Agency acknowledges that Publisher may provide free advertising pursuant to our then-current policies instead of a refund or credit to Agency's account, and that Publisher will have no liability with respect to any listings, Products, or Services provided to Agency at no cost. **The total aggregate liability for Publisher and its affiliates for errors in or omission of the Products or Services, negligence, any breach of the Agreement, and any other cause of action or wrongful act is limited to, and shall in no event exceed, the lesser of (i) the amount by which the value of the Product or Service was diminished, or (ii) the amount Agency has paid for the Product or Service giving rise to the liability (the "Liability Cap").** Publisher and its third-party services providers are not liable for consequential damages, punitive damages, incidental damages, or damages for harm to business, lost revenues, profits, or goodwill, or any other special damages, whether the claim is based on negligence, breach of contract or express or implied warranty, strict liability, misrepresentation, statute, tort, or any other theory of recovery, even if Agency or Publisher knew such damages could or may result. Publisher disclaims 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, Publisher does not warrant, and Agency expressly disclaims any reliance on any statements or representations not contained in the Agreement, including without limitation, the number of responses to the Products, the number of persons who will view the Products, or any other business benefit. The limitations in this Section shall apply notwithstanding any failure of essential purpose under the Agreement. Publisher is not liable to Agency or Client for any deviation from or change in its policies, practices, and procedures, including without limitation those regarding the placement, position, or location of Products, headings, or categories.

IX. INDEMNIFICATION

Agency shall defend, indemnify and hold Publisher and its agents, representatives, employees, service providers, licensors, and affiliates harmless from any claims, damages, liability or costs, including attorneys' fees and expenses, resulting from: (i) a breach of any representation or warranty by Agency herein, (ii) any act, omission or fault of Agency or Agency's employees, agents or contractors in connection with the Services and Products, (iii) any claim that the Client Content or other information provided by Agency or Client violates any applicable law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right; (iv) any communication through the Digital Products or Agency or Client's collection or use of any information obtained through Client's Products, the Services or Publisher's Digital Platform; (e) any breach of any applicable export control laws; and (f) any transactions initiated through the Digital Products and any payment processing services. Agency will continue to be obligated by this Section even after the termination of these Terms and Conditions.

X. CALL RECORDING

If Agency uses the call recording feature made available with a Call Tracking Number, the call recording terms within the [Tracking Services Terms](#) apply. Per the Tracking Services Terms, note that Call Recording is automatically activated for each Call Tracking Number unless disabled by contacting nationalhelp@thryv.com, attention PBA.

XI. MISCELLANEOUS

- a. Notices. Except as otherwise provided in the Agreement, all notices to be given or delivered under or by reason of these Terms and Conditions shall be in writing and shall be deemed to have been properly served if delivered by certified or registered mail, return receipt requested if to Publisher at Attn: National Sales, 2200 West Airfield Dr., PO Box 619810, DFW Airport, TX 75261, or if to Agency at the address Publisher has for Agency in its database or to such other address as the receiving party has specified by prior written notice to the sending party. All such notices shall be deemed received upon the actual delivery thereof in accordance with the foregoing.
- b. Contact by Publisher. Agency agree that Publisher may contact Agency regarding the Products or Services, or offers to provide Products or Services, whether by live telephone, recorded message, U.S. mail or other mail, facsimile or e-mail. Agency agrees that telephone conversations between the parties and/or their agents may be monitored and/or recorded.
- c. Governing Law. These Terms and Conditions shall be governed by and construed in accordance with, and all matters relating to or arising from these Terms and Conditions, will be governed by the laws of the State of Texas without reference to the laws relating to conflicts of law. The state and federal courts located in Tarrant County, Texas shall have exclusive venue over any action or proceeding initiated by either party.
- d. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration. **In any legal proceeding relating to the Agreement, the parties to the Agreement 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 the Agreement (other than claims to collect amounts Agency owes Publisher or claims by Agency alleging breach of the Agreement to recover amounts Agency has paid Publisher), including any dispute regarding any listing, Product or Service, any omissions, incorrect phone numbers or other errors and any Product placement concerns, shall placement concerns shall be referred by the aggrieved party to **binding arbitration under the Commercial Rules of the American Arbitration Association. The arbitration shall occur in Dallas County, Texas unless we mutually agree to another location. All Digital Ads and/or Services 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.**
- e. Headings. Section or paragraphs headings used in these Terms and Conditions are for reference purposes only and should not be used in the interpretation hereof.
- f. Questions/Disputes. With questions or billing disputes, Agency shall contact Publisher via e-mail at nationalhelp@thryv.com or via mail to 2200 West Airfield Dr., PO Box 619810, DFW Airport, TX 75261.