

## Thryv Business Center™

### Terms and Conditions

**Last Updated: August 1, 2023**

If you ordered Thryv Business Center Subscription Services, you agree to the following additional Terms and Conditions as a supplement to your Thryv Platform Services Terms and Conditions, the terms of which are incorporated herein by this reference. Your initial Subscription Period for Thryv Business Center Subscription Services will be specified at the time of your Order, and if not terminated by you at least 30 days before the end of such period, will thereafter automatically renew month-to-month until terminated as set forth in the Thryv Platform Services Terms and Conditions. Capitalized terms used but not defined in these Terms and Conditions will have the same meaning given in the Thryv Platform Services Terms and Conditions.

1. **Thryv Business Center.** Thryv Business Center is designed to assist you in managing your business's customers ("**Customers**") through the use of a customer records list and various other tools to help you communicate and exchange information with Customers or prospects/leads (communication Inbox and/or Domain Based Gmail®). Thryv Business Center may provide you the opportunity to schedule appointments, exchange and store documents, and promote your products and services ("**Client Products**") through the use of email and SMS text marketing, and the ability to allow certain numbers of your staff or others in your business to access your Account through their own Account Credentials. You and Customers are both users of the CRM Service and are herein after referred to collectively as "**Users**." Thryv Business Center may also provide you access to tools that will enable your business to (i) accept payments from Customers either online or in person via a mobile device or other hardware, depending on the provider, (ii) manage your online listing and social media presence, and (iii) monitor your business's online reputation.
2. **Your Use of the Thryv Business Center.** As applicable, you agree and represent that you will honor the reservations or appointments made by Customers through Thryv Business Center or will communicate with them in advance to reschedule or otherwise resolve any conflicts with the Customer. You are solely responsible for all customer service issues relating to your use of Thryv Business Center and for all marketing or other interactions with Customers related to your Client Products.

You will not use Thryv Business Center to engage in any fraudulent or illegal marketing activities. We reserve the right to remove or reclaim any customer facing username used for marketing or communication purposes within your Account if we believe, in our sole discretion, the username is inappropriate, offensive or confusing or potentially violates the rights of a third party (such as when a trademark owner provides notice that a username is similar to their trademark and the username does not closely relate to the User's actual name or trademark rights).

We cannot guarantee it, but we will make commercially reasonable efforts to keep Thryv Business Center and its features safe and spam free. In order to help us do so, you agree not to:

- send or otherwise post unauthorized commercial communications (such as spam texts or emails) through Thryv Business Center;
- collect Users' content or information, or otherwise access Thryv Business Center, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission;
- engage in unlawful multi-level marketing, such as a pyramid scheme;
- upload viruses or other malicious code;
- solicit login information or Account credentials or access an account belonging to someone else;
- bully, intimidate, or harass any User;
- post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence;
- develop, advertise or otherwise market alcohol-related or other mature content;
- use the Thryv Business Center to do anything unlawful, misleading, malicious, or discriminatory;
- do anything that could disable, overburden, or impair the proper working of Thryv Business Center, such as a denial-of-service attack; or
- facilitate or encourage any violations of these Thryv Business Center Terms and Conditions.

You acknowledge and agree that certain Laws and the policies of certain carriers and other third-party service providers may limit the types of businesses or content that may be transmitted via SMS Text message or email. For example, text marketing messages may not contain any content related to S(ex or adult services), H(ate or hate speech), A(lcohol, including beer and wine), F(irearms or other weapons), T(obacco or vaping) (SHAFT). You agree to abide by these Laws and any policies we make available in Thryv Business Center, and we reserve the right to limit your future access to Thryv Business Center if you do not comply.

3. **Payments.** You understand and acknowledge that the payment capabilities of available with Thryv Business Center may require you to download a mobile application on your mobile phone or install a payment widget on your business website or use external hardware. You also acknowledge that use of these payment tools to accept payments will require the additional services of a third-party payment processor and may require you to agree to separate terms and conditions with such third-party provider in order to access and use such payment features. You agree to comply with any such third-party terms and conditions. You acknowledge and agree that the terms and conditions of these third-party services may limit or restrict their use by businesses of certain types for various reasons, and that these restrictions are not within our ability to control. You agree that we shall have no liability for your inability to register or use any third-party payment processing services. You also understand that these third-party payment processing services will incur a per-transaction charge if used by you to accept payments from Customers and you agree to pay such processing fees to the third party, which fees may be automatically deducted from the amount of each payment accepted via the third-party payment services. Any exchange of data between you and the payment processor or any collection of customer data by the payment processor is subject to the third-party payment processor's terms and data privacy and security policies. We are not responsible for any third-party services and will not bear any liability arising from your use of or inability to use such third-party payment services, including any fees, losses, disputes, delays, up-time, availability, accuracy, collections, data loss or breach, or functionality issues.
4. **Estimates and Invoices.** Thryv Business Center includes the ability for you to generate, send out and manage estimates and invoices for your services and products. Template estimates and invoices are provided in the Thryv Business Center for your convenience, with template/standard disclaimer or terms language, but you understand that you are solely responsible for: (i) the content and nature of all communications and offers provided by you to Customers or potential Customers, (ii) customizing the estimate and invoice templates to apply to your business and industry, and (iii) compliance with all applicable laws, rules and regulations.
5. **Coupons.** Regarding any coupons you create and/or distribute via Thryv Business Center, you agree honor any commitment you make to consumers in any coupons or offers and follow all applicable laws, rules and regulations regarding coupons or discounts. We disclaim any and all liability for the content of your coupons or for any issues, claims, or actions arising from them.
6. **Domain Base Gmail.** If you order Domain Base Gmail (the "Google Service"), the following additional terms apply:
  - A. Definitions
    - a) "Google" means Google LLC.
    - b) "Google TOS" means the [Google Workspace Terms of Service](#), as updated from time to time, and any other policies, guidelines, or terms that govern use of the Google Service. The Google TOS is a contract between you and Google LLC.
    - c) "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
    - d) "SLA" means the [SLA](#) or Service Level Agreement as defined in the Google TOS.
  - B. Service Description
    - a) You acknowledge and agree that your use of the Google Service is subject to the terms of the Agreement and the [Google TOS](#). Upon your first log in to the Google Service, and prior to using the Google Service, you must accept the [Google TOS](#) without alteration or amendment. The [Google TOS](#) is a contract between you and Google. We will have no liability for performance of the Google Service other than as set forth in this Agreement.
    - b) Google may update or modify the Google Service at any time, upon notice. We will use commercially reasonable efforts to provide thirty (30) days' advance notice of any such modification. Your continued use of the Google Service after notice of a change in the Google Service (including a

change in fees) indicates your consent to such change. If you do not agree with any such change your exclusive remedy is to terminate the Service.

- c) We will provide first-level technical support for the Google Service consistent with the Agreement. Google will provide technical support for the Google Service as is set forth in the [Google TOS](#).

C. Termination. We may elect to terminate the Google Service at any time without cause and discontinue offering the Google Service upon notice. We will use commercially reasonable efforts to provide you with at least thirty (30) days' advance written notification of such termination and, upon termination, we or Google may offer you the option to migrate directly to Google, another Authorized Reseller, or to a similar service provided by a third party or by us.

D. Representations. In addition to your other representations under the Agreement, you agree and acknowledge that:

- neither Google nor we have any obligation to provide you with advance notice of any changes in the Google Service;
- Google may monitor your use of the Google Service;
- we do not back up data stored with Gmail and cannot recover any data or documents that have been deleted from the Google Service;
- if you breach the Agreement or if your Thryv Services Account has been suspended or terminated for any reason, your account with Google for the Google Service may also be suspended or terminated; and
- all ownership rights, title, and intellectual property rights in and to the content accessed through any Google Service or reseller tools are the property of the applicable content owner and may be protected by copyright or other applicable laws.

E. Mandatory Communications / Your Data

- a) You agree and acknowledge that we may provide Google with your contact and related information and that Google may use such information to communicate directly with you for the following purposes:

- as required to execute any non-standard orders;
- for purposes related to the provisioning of the Google Service to your account, including in relation to any Google Service updates or security incidents;
- as required to ensure you are notified of available options to maintain continuity in Google Service provisioning; and
- to conduct customer service and satisfaction surveys.

b) Google will use your contact information to inform you about new or additional Google products related to the Google Service. Google will use reasonable efforts to allow you to opt out of receiving such communications at any time.

c) We may disclose your information to Google as reasonably required for Google to provide technical support to us in connection with support issues regarding the Google Service.

d) Except as otherwise set forth in the Agreement, we will not disclose your information to Google without your consent.

F. Services Levels. The [SLA](#) sets out your sole and exclusive remedy for any failure by Google to meet the [SLA](#). You must request any such remedies under the [SLA](#) directly from us.

G. Indemnification. In addition to your other indemnification obligations under the Agreement, you agree to indemnify us against any third party claims to the same extent you indemnify Google under the [Google TOS](#).

7. **Website**. If a website is included with your Thryv Business Center Subscription Services, please see the Professional Website terms governing your website [here](#).

**8. Reputation Management.** Any reputation management services, which may include reputation monitoring, competitor watch, review generation campaigns, review response, or review management services, will be provided to you in accordance with this section.

- A. Reputation Monitoring services will enable you to actively monitor your business's online reputation, including providing an aggregate view of online reviews of your business which are posted on third-party public websites, as well as your own website or Thryv Services portal, where applicable, as well as the number of responses you make to your reviews and the speed with which you post those responses. We also aggregate social posts and check-ins on social networks for your viewing in one hub. You acknowledge that reputation monitoring is based on information made available by particular third-party sources at a particular point in time and thus may not represent the most up-to-date information available in the market and may not reflect all reviews, responses, resolutions, or posts made about your business at any given time. Sources included in Reputation Monitoring are subject to change at our discretion.
- B. Competitor Watch enables you to monitor the reputation of a limited number of other businesses you identify within your market, by aggregating and reporting on their public reviews and ratings as well as the number and speed of their public responses to reviews, so you can see where you stand among your competitors and peers in your local industry. You agree that any information you provide us about another business for the purposes of Competitor Watch is publicly available information and you agree that you may only use the information provided to you by Competitor Watch for your own internal informational purposes only and not for inclusion in any publicity, social posts, communications, marketing or other purposes. You acknowledge that we do not guarantee the accuracy or completeness of any information provided through Competitor Watch, as it is based on content made publicly available in the market by particular third-party sources at a particular point in time. You agree that Competitor Watch is provided for informational purposes only and should not be relied upon for any business decisions and that any use you make of Competitor Watch is at your own risk.
- C. Review Generation Services are features you can elect to use in several ways. We may make available an online widget for use on your website or client portal page, where available, that can enable your Customers to submit a review of your business for display and use on your Thryv Services client portal page or Thryv Services website, or can link your Customers to third-party sites where they can log in with their user credentials for such third-party site and review your business on that third-party site. We may enable you to send a custom marketing message or campaign to Customers to remind them to review your business after a service, and we may provide template campaigns for this purpose. We may offer automated marketing campaigns that can be set up to be sent out (via email or text, as applicable depending on your Customers' consents) upon certain triggers recognized by the Thryv Services platform, such as appointment bookings completed, invoices sent, and/or payments received, and which encourage Customers to review your business after receiving a service. These automated campaigns are designed to be sent to all Customers after the service trigger so reviews you receive represent a balance of Customer experiences. Regarding any efforts at review generation, you agree not to solicit reviews in a biased manner, nor to manipulate your review content, attempt to block or delete any legitimate reviews, nor cause any reviews to be solicited from anyone (including non-persons or bots) who has not had recent, first-hand experience with services provided by your business or any source that provides "fake" reviews or "fake" customers for the purposes of leaving reviews. You agree that you will not write reviews for your business yourself or solicit reviews from anyone who has a bias or interest in your business without requesting that reviewer reveal their potential bias in the review. Reviews content from certain third-party sites may be imported and/or a link to such content on the third-party site(s) embedded in order to display such reviews (or partial reviews) on your Thryv Services client portal page or Thryv Services website. You agree to waive and/or release us from any claims resulting from negative reviews or any reviews about your business.
- D. Review Response is a feature whereby we enable you to create and post a response as the business to a review of your business on your Thryv Services client portal page or Thryv Services website from within the Thryv platform, and to link out directly to a review of your business posted on a third-party site or

platform to which you can then manually create and post your business's response to such review after logging in with your credentials for that third-party site or platform. When posting responses on third-party sites or platforms, you will be governed by the terms of such third-party properties, including their terms about content, with which you agree to abide. You understand that the third-party owner/operators of other sites or platforms control both the policies governing the review content posted there by the reviewers and your access to and posting of content on their sites and platforms, regardless of any link there from Thryv. We disclaim any responsibility for any and all content displayed or posted on third-party sites or platforms and you agree to indemnify us for any claims resulting from content you post there.

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

## 9. Online Listings Management.

- A. If your Thryv Services include Listings Management, such services will include: (i) syndication of your business listing information to various third-party business directories and search engines (the "**Listing Partner Sites**") of providers who participate in the Listings Management service (the "**Listing Partners**"); and (ii) the ability to view and manage your business listing information and see status across various Listing Partner Sites.
- B. Google services. You agree that as part of Listings Management we or our third-party service providers may create, claim, verify, edit and manage your Google My Business ("**GMB**") listing/account. Our ability to create, edit, or verify your GMB listing or account is conditioned on your participation with us and Google. Failure to participate accordingly will forfeit this part of the Thryv Services. You should familiarize yourself with the following Google resources:
- [Google My Business](#)
  - [About Google My Business](#)
  - [Edit your business information](#)
  - [How Google uses business information](#)
  - [Someone else verified my business](#)
- C. Limitations. You hereby acknowledge and agree that (i) the Listing Partner Sites are subject to change at any time, (ii) all content submitted by you shall be subject to the Listing Partners' standards and policies, and that any such content may be rejected, in whole or in part, by a Listing Partner at any time in its sole discretion, or modified at any time to comply with such policies, (iii) we do not guarantee that any listing or tag will be displayed on any Listing Partner Site, (iv) if the Listing Management service is terminated, Listing Partners may, at their sole discretion, revert business data to the manner in which it appeared prior to the Listing Management service being provided, and (v) the appearance and/or location of any listing tag placement may change at any time. WE SHALL HAVE NO LIABILITY FOR ANY CHANGE IN THE LISTING PARTNER SITES, FOR ANY DECISION BY A LISTING PARTNER TO REJECT OR

MODIFY ANY CONTENT SUBMITTED BY YOU, OR FOR ANY OTHER DECISION, CHANGE OR OTHER ACTION DESCRIBED IN CLAUSES (i), (ii), (iii), (iv) OR (v) OF THE PRECEDING SENTENCE. WE ALSO HAVE NO LIABILITY SHOULD ANY LISTING PARTNER REFUSE TO UPDATE, CHANGE OR REMOVE BUSINESS LISTING DATA OR REFUSE TO ACCEPT DATA POINTS WE PROVIDE. You agree to abide by any third-party terms or restrictions associated with the Service.

- D. Licenses. We hereby grant you a limited, non-exclusive, non-transferable right and license to access and use the Listing Management service or dashboard solely in connection with your legitimate business needs. This license will terminate in the event your subscription to the Thryv Services expires or is terminated, in which case you will immediately cease any further use of the Listing Management service or dashboard.
- E. Trademarks. The trademarks, service marks, logos and any designs used or displayed on the Listing Management service are trademarks and/or service marks owned by us or our licensors. Nothing in the Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our trademarks displayed on the Listing Management service without our prior, written permission in each instance. The appearance of any third-party trademarks does not in any way imply any connection, license, approval, or other such relationship of any kind with such third party.