

Thryv Marketing CenterSM Terms and Conditions

Last Updated: August 1, 2023

If you ordered Thryv Marketing 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. Unless otherwise agreed in writing, the initial minimum Subscription Period of Marketing Center will be six (6) months, and thereafter it will automatically renew on a month-to-month basis until terminated in accordance with 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. Marketing Center.** Marketing Center is designed to assist you in managing your online presence, online advertising, and prospect generation, which, in some cases, may allow you to obtain prospective customer information (each a “**Contact**”) through Contact generation methods, including, but not limited to, contact forms, emails, and telephone calls.
- 2. Transmission of Contact Information.** You authorize us to transmit Contact information collected via any/all advertising and Contact generation methods to you via your Thryv Services portal, email and/or text (if you provide a mobile phone number for contact), and you agree to make a reasonable effort to contact each Contact we provide to you, where appropriate.
- 3. Performance Tracking.** To allow us to provide you with detailed reporting for your marketing programs, you must consent to and implement the Performance Tracking Service in conjunction with Marketing Center, subject to our [Performance Tracking Terms](#), which are incorporated herein by this reference. **As set forth in the Performance Tracking Terms, you will be automatically opted into the call tracking and call recording services unless you contact us to opt-out of call recording.**
- 4. Fulfillment Terms.** By purchasing Marketing Center, we (i) will syndicate your business listing information to various third party business directories and search engines (the “**Listing Partner Sites**”) of providers who participate in the service (the “**Listing Partners**”); (ii) provide you the ability to view and manage your business listing information and see status across various Listing Partner Sites; (iii) make available to you various types of marketing for your business which may include online or mobile display advertising, social ads, Search Engine Marketing (SEM), connected television (CTV) advertising, digital Yellow Pages directory-type advertising, or other types of marketing, as well as contact information collection methods such as web forms, website live-chat agents, and pixel or other web tracking, provided, we may add, remove or change the marketing sources and media used to fulfill Marketing Center at any time in our sole discretion.

In addition to the general provisions of the Agreement, you agree to the terms and conditions that govern any of the potential types of media or other sources you may select to fulfill your Marketing Center Subscription Services, as applicable, which terms and conditions include, without limitation, those in the following sections related to Digital Ads, Online Display and Social Ads, Search (SEM), and Internet Yellow Pages advertising, and other channels or media.

Use of certain Contact generation methods may require you to provide additional information to us, such as a promotional offer and/or other content to be used in a postcard or other print media, or completing a brief survey about your business to aid a live agent in responding to chat requests, and you agree to cooperate in providing these materials where applicable, and that by providing us these additional materials or access in connection with a particular Contact generation method, you consent or opt-in to our use of that method for your business. You agree to honor any promotional offer you provide us for inclusion in any advertising for a minimum of three months after publication or mailing, or as otherwise provided. For Contact generation methods that require the placement of pixel tracking code, cookie script or other tracking or implementation technology on your website or landing page, you agree to provide us the necessary access to your site or page or to implement the code yourself. You acknowledge that we may modify the content or size of any advertisement, or any category, keyword or other

parameters of your advertising to conform to the requirements of, or utilize the features of, a third-party site or media channel. We disclaim all liability in connection with the functionality, operation, or content of any website or service not owned or operated by us.

You agree that as part of the Marketing Services Subscription Services, we or our third-party service providers may, depending on the package you subscribe to, create, claim, verify, edit and manage your Google My Business¹ (GMB) listing/account during the Subscription Period. 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 Subscription 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](#)

5. **Media Spend and Fees.** You understand and agree that we charge both a monthly flat fee (“**Management Fee**”), and, if applicable, a percent of your media spend for our Marketing Center services over and above the portion of your budget allocated for media spend (“**Media Management Fee**”). You agree to pay such fees. If you choose to run a paid marketing campaign, you control your daily media budget limit within your Marketing Center Account. When you initiate a marketing campaign through your Marketing Center Account, you will be asked to set your daily budget limit, and we will charge your payment method for the daily budget limit X 30 days. Your actual media spend and Media Management Fee will be deducted from such prepayment. When your media spend balance reaches less than 5 X your set daily budget limit, we will charge your payment method for another 30 days. You may increase or decrease your daily media budget limit at any time, provided changes will not take effect until the following business day. Media Management Fees are as set forth in your campaign setup and may differ based on whether you manage the campaign or if we manage the campaign on your behalf. If you cancel your Marketing Center Account pursuant to the Thryv Platform Services Terms and Conditions and you have remaining Marketing Center budget, we will issue you a refund less any applicable fees.
 6. **Ad Creation.** By purchasing Marketing Center, you grant us the right to obtain images, logos, and/or other content via automated or manual methods from your website and other online presence, including but not limited to social media pages, and to use, publish, modify as necessary, and distribute within your Marketing Center campaigns. Such images and other content will be considered “Client Content,” as such term is defined in the Thryv Platform Services Terms and Conditions. Depending on the type of ads or media used to fulfill your Marketing Center program, we may proactively refresh the ad creative, including new photos, images, logos, colors, content or templates, from time to time, and you authorize us to obtain, use, modify, publish and distribute for the purpose of these ad refreshes, information about your business provided or made available to us online at that time.
 7. **Campaign Targeting.** You are responsible for selecting campaign targeting strategies, including factors such as keywords or relevant search terms, desired target audience or segment characteristics, geographic scope of delivery and other parameters, and you are responsible for the legality of the keywords, audience and other targeting parameters you select or approve to be incorporated in your campaigns, including your use of any trademarked terms or your compliance with any industry-related, professional or local laws, rules, restrictions, or regulations that may govern you or your business.
 8. **CRM and Reporting.** Contacts will be delivered to you throughout the Subscription Period as they are received and may be automatically entered into your Thryv Services Customer Management (**CRM**) tool, noting Marketing Center as the source. You agree to use commercially reasonable means to protect the confidentiality of any personally identifiable information provided to you by or about any prospect or Contact through your Marketing Center Subscription Services, and to use such information only for your legitimate business marketing purposes and not for any other purpose such as transferring it to any third party for their use. Reporting available in your Marketing Center reporting dashboard will remain available for a reasonable period of time but may be removed
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periodically to permit space for newer reporting.

9. **Limitations.** You hereby acknowledge and agree that (i) the Listing Partner Sites are subject to change at any time and that Listing Partner Sites can be added and/or removed 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 Marketing Center Subscription Service is terminated, Listing Partners may, at their sole discretion, revert business data to the manner in which it appeared prior to the Marketing Center Subscription 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 Marketing Center Subscription Services.
10. **Terms governing potential advertising types/lead channels:** Any Digital Ads, including Online Display advertising or Social Ads, Search Engine Marketing, and Internet Yellow Pages advertising services, and any Direct Mail or promotion via other channels and media will be provided to you in accordance with the following terms, to which you agree.
- A. Digital Ads. "**Digital Ads**" include any advertising created or formatted for viewing, display, or distribution online or via any internet or mobile connection or device.
 - B. Online Display Advertising/Social Ads. Online Display Services include the creation of one or more banner ads, rich-media ads or comparable digital display advertisements of various sizes ("**Display Ads**"), and the online distribution of these Display Ads to various websites, applications and ad networks, as well as campaign targeting and optimization. "**Social Ad**" services include the creation of particular types of Display Ads to appear only on Facebook, Instagram, Facebook Audience Network, or other social media sites, and the administrative work required to enable Social Ad campaigns on these platforms. If you do not have a Facebook account, we may create a Facebook page for your business that contains basic information like address, email, business name, phone number and images. If you do have a business Facebook account, you agree to cooperate fully with us to provide us with the administrative permissions and access to your business page that we need to run a Social Ad campaign on your behalf. Within Marketing Center, we cannot agree to any specific limitations or restrictions on Display Ad placement, positioning, adjacency, pacing or delivery schedule, and no amount of impressions is guaranteed. You acknowledge that effective delivery of in- app or mobile display advertising to a broad range of mobile enabled devices or platforms may require that Display Ads be resized, reformatted, use different compression methods or parameters or be subject to similar changes prior to or as part of distribution and you authorize us to make such changes without notice or further consultation with you.
 - C. Search Engine Marketing. Search Engine Marketing ("**SEM**") include the creation, distribution, display, optimization, and management of search advertising campaigns across premium search engines (e.g., Google, Yahoo, Bing) and other search sites (collectively, "**Search Sites**"), in which your Digital Ads may appear in the paid advertising or sponsored section of search results shown on these Search Sites to the extent your targeted keywords are relevant to a user's search query terms, category, behavior, actions or other characteristics. You authorize us and designate us (or our contracted vendor) as your agent to submit Digital Ads for potential display on Search Sites, and to bind you to any agreements, administrative limits, and terms and conditions as required by such Search Sites (e.g., for Google, the AdWords Program: https://payments.google.com/payments/apis-secure/get_legal_document?ldi=31373 including Google's Privacy Policy, Terms of Service and AdWords Advertising Policies linked therefrom). You authorize and direct us to participate in, as applicable, the Google AdWords program, the Yahoo Gemini Advertising program and the Bing Ads program (or such other equivalent Search Site programs) or to purchase paid advertising on other local Search Sites, on your behalf, with respect to any SEM services

provided hereunder. Upon reasonable written request received from you, we will use commercially reasonable efforts to promptly provide you with customer IDs for Google AdWords account(s). For information on working with a third party like us to manage your Google AdWords campaigns, please see Google's guide here: <https://www.google.com/adwords/thirdpartypartners/>.

- D. Internet Yellow Pages Advertising. Internet Yellow Pages (“IYP”) advertising services include creation of your business profile and related paid ads for publication on our owned and operated business search websites available in your country, and the mobile versions and/or related mobile applications, as well as potential distribution to our networks of other directory and business search sites. Your IYP business profile may include your business name, street address, city, state, zip code, phone number, website link, email address, business categories, business description, tagline, call-to-action, photos and videos, coupons, hours of operation, listing of products & services, ratings and reviews, and additional content elements such as affiliations, certifications, payment options, years in business, and languages spoken, all of which, when provided, made available or approved by you, will be considered “Client Content,” as such term is defined in the Thryv Platform Services Terms and Conditions. Not all fields of business information will be published or distributed, depending on the criteria and standards of the publisher site, and IYP advertising and included Client Content may be truncated, modified or resized to meet publisher requirements. We reserve the right to add relevant content that we obtain from other, third-party sources to your business profile.
- E. Other Channels or Media. To the extent that we determine that such channels may be a quality source of Contacts for your business, we may make additional types of advertising or lead generation methods available for your Marketing Center campaign(s), including but not limited to Video (posting a video or video slide show related to your business on YouTube or other video sites or traditional search sites); In-App advertising or Mobile or desktop “Push” notifications (marketing messages that are delivered to consumers with their permission in association with a computer or mobile phone application they have installed); Quote or Service Request services (listing your business with a third- party service or website that will contact you for a quote or appointment when a service you provide is solicited or requested by a consumer on such service or site), Website Forms (a contact-us or other service or informational request form hosted on a website and transmitted to your business as a Contact when filled out and submitted by a prospect), Live-Chat Website Window (a feature that allows your website visitors to interact with a live-chat agent on behalf of your business); CTV advertising (ads bought programmatically and shown on consoles, computer/mobile streaming, gaming devices, over-the-top (OTT), or Smart TVs), and you authorize us to take any actions as necessary to enable the use of these services for your business, including agreeing to third-party terms that may govern such services.

11. Website.

- A. If a website is included with your Marketing Center Subscription Services, we will provide you with a professionally designed website along with revisions and updates as included in your website package (the “**Website**”) during the Subscription Period. You may request us to publish Client Content as part of the Website during the Subscription Period; however, we may choose not to publish any Client Content for any reason in our sole discretion. If we create or supply any content for your Website or design your Website, such content and the composition and design of the products we create are our sole and exclusive property or that of our licensors, except for Client Content. You agree not to copy or use in any other context any of our owned or licensed content or property. Upon termination, we agree to release Client Content and your Website's URL if it was your domain originally but will not release or sublicense to you any content owned or licensed from third parties by us.
- B. You understand and agree to fully cooperate in the fulfillment of your Website, which can require you to provide required information or content. You agree to post terms of use and a privacy policy on your Website that informs site users that you and third parties may collect information about their use of your website and how such information is used, and otherwise complies with applicable law. You agree that we will have the right to collect and use aggregated and anonymized data collected about users from the servers used to provide the Website and that our collection and use of such data is subject to our Privacy Policy which is available at www.corporate.thryv.com/privacy/. For your convenience, we may offer a

sample term of use and privacy notice that you may adopt, customize or draw from to draft your own terms and privacy policy and privacy notice to post, but these model documents are for informational purposes only and should not be considered or relied upon as legal advice or legal documentation. We do not represent that any sample terms of use and privacy notice will comply with all of your obligations under law for your specific business or industry, and we may not update such sample terms of use and privacy notice when there are changes in laws, rules, regulations, best practices, and other requirements. You agree that you remain solely responsible for your compliance with applicable Laws and with the terms of any privacy notice posted on your Website.

- C. Compliance with Laws; Security; Legal Investigations. You agree not to use or permit others to use your Website in ways that (i) violate any applicable law or regulation or any of our policies, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment of our network or other networks. You agree to cooperate with us and provide requested information in connection with all security and use matters relating any website we host for you and to notify us promptly if you suspect unauthorized use of the website or of your Account. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Such cooperation may include the provision of Account or user information or email and monitoring our network and/or the networks of our third-party licensors, suppliers and providers.

- D. Digital Accessibility - Enhanced Accessibility AudioEye Managed. AudioEye Managed is an add-on feature available to you for an additional monthly fee. AudioEye Managed leverages technology and manual website modifications to deliver testing, remediation, validation and monitoring of website accessibility measures for compliance with ADA-related requirements. To the extent the AudioEye Managed digital accessibility add-on feature is installed on your Website, you (i) acknowledge and agree that such feature is provided to you by AudioEye, Inc. and not us, and (ii) agree to the terms and conditions located at <https://www.audioeye.com/terms-of-service/> which govern your use of such feature, (iii) any claims associated with the AudioEye Accessibility Warranty for AudioEye Managed are strictly between you and AudioEye, Inc., and (iv) we have no liability related to your use or AudioEye's provision of the AudioEye, Inc. products and services.

- 12. **“Beta” testing or Trial Services**. From time to time, we may offer or provide you a trial or “beta” version or proof-of-concept of a new feature, service, lead-generation method or lead source that is still in development (each a **“Beta Service”**). You hereby acknowledge and agree that any Beta Service we provide may be untested for use in this circumstance, and that neither Thryv, Inc. nor any service provider we use to support our provision of the Beta Service makes any representations, warranties, promises or guarantees of any kind regarding any Beta Service, including any implied warranties of merchantability, fitness for a particular purpose, or any particular performance, results or outcomes. In all cases, we reserve the right to discontinue any such Beta Service offerings at any time without notice or obligation to you, and/or to thereafter offer any formerly free Beta Service as a paid add-on to Marketing Center.

¹ Google My Business is a trademark of Google LLC.