

## Thryv Marketing Center™

### Terms and Conditions

**Last Updated: August 20, 2025**

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 Thryv 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. **Thryv Marketing Center.** Thryv 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 Thryv 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 Thryv 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 social posts, 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 Thryv 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 Thryv Marketing Center Subscription Services, as applicable, which terms and conditions include, without limitation, those in the following sections related to social posts, 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 Center 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 Business Profile<sup>1</sup> (GBP) listing/account during the Subscription Period. Our ability to create, edit, or verify your GBP 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 Business Profile](#)
- [About Google Business Profile](#)
- [Edit your Business Profile](#)
- [How Google uses business information](#)
- [Request ownership of a Business Profile](#)

5. **Growth Packages.** If you chose to subscribe to a marketing program managed by us (“**Growth Package**”), you understand and agree that we charge a percent of your media spend for our Thryv Marketing Center services over and above the portion of your budget allocated for media spend as a “Media Management Fee”, and both media spend and Media Management Fees are included in the total amount you are charged monthly for your Marketing Program. If you cancel your Thryv Marketing Center Account pursuant to the Thryv Platform Services Terms and Conditions, your Marketing Program will also be cancelled, but all fees associated with your Marketing Program are nonrefundable.
  6. **Ad Creation.** By purchasing Thryv 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 Thryv 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 Thryv 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. **Leads Lift.** If you chose to subscribe to a search-based lead program managed by us (“**Leads Lift**”), we will provide optimization and management of existing Pay-Per-Click (PPC) accounts and/or creation, optimization, and management of new PPC campaigns. Leads Lift Subscription Services will be provided in accordance with our procedures for the URL you designate.
    - A. **Fees and Payment.** You agree to pay your monthly fixed fee budget identified on the applicable Order, a portion of which includes a monthly service fee, for the period we provide the Lead Lift Subscription Services.
    - B. **Monthly Budget Roll-Over/Under.** You understand that if your monthly budget is not exhausted in a given month, remaining budget will allocate to the next month. If your actual monthly spend exceeds your monthly budget, the following month’s monthly budget will be reduced by the amount equal to the overspend. If you fail to renew or you cancel your Leads Lift Subscription Services, any unspent monthly budget will not be refunded. In addition, the remaining unspent monthly budget may not be used as a credit towards other products or services.
    - C. **Advertising Placement.** You authorize us and designate us as your agent to submit Client Content to Program Sites in accordance with your monthly budget in response to searches or selections by or characteristics of end users, as determined by us, for paid placement advertising on Program Sites and
-

to bind you to any agreements and terms and conditions required by such Program Sites as a condition to submit the Client Content. "Program Sites" means digital sites and applications, including our owned and operated websites and other third search engines, that are delivered to end users through any transport means and that meet our criteria for Leads Lift Subscription Services (which we may change at any time without notice).

- D. Our Rights. We may modify the Client Content associated with your Leads Lift Subscription Services or your category, category keyword, or other selections to conform to the requirements of, or to utilize the features of, a Program Site. We may modify, expand, or utilize data within, augment content, or add links to, your Leads Lift Subscription Services, website, business profile, or other materials you provide to develop searchable and user value-add data that may appear in response to searches by end users. If you have multiple advertising campaigns (e.g. in different categories), we may select which campaign will appear in response to a business name search or other search where the category is not clearly defined. We may optimize your advertising campaigns by adding relevant categories or keywords and the associated PPC bid rates for those campaigns to your Leads Lift Subscription Services.
- E. Disclaimers. WE DO NOT WARRANT (I) THE NUMBER OF CALLS, CLICKS, OR IMPRESSIONS TO BE GENERATED BY THE LEADS LIFT SUBSCRIPTION SERVICES; (II) THAT ANY CALL, CLICK, OR IMPRESSION REPRESENTS A LEGITIMATE INQUIRY OR INDICATES ANY PROBABILITY OF A PURCHASE TRANSACTION; (III) THAT THE LEADS LIFT SUBSCRIPTION SERVICES WILL APPEAR IN RESPONSE TO A PARTICULAR QUERY; (IV) THE SPECIFIC PLACEMENT OF YOUR LEADS LIFT SUBSCRIPTION SERVICES ADVERTISING RELATIVE TO ADVERTISING OF OTHER BIDDERS OR ADVERTISERS; (V) THAT A BID, OR CHANGE TO OR WITHDRAWAL OF A BID, WILL BE IMPLEMENTED WITHIN A SPECIFIC TIMEFRAME; OR (VI) THE ACCURACY OR CURRENCY OF BIDS OF OTHER BIDDERS. YOU ACKNOWLEDGE THAT BID PRICE IS NOT THE SOLE FACTOR DETERMINING PLACEMENT OF LEADS LIFT SUBSCRIPTION SERVICES ADVERTISING. YOU FURTHER ACKNOWLEDGE THAT THE DISPLAY OF LEADS LIFT SUBSCRIPTION SERVICES INFORMATION, INCLUDING, WITHOUT LIMITATION, YOUR BIDS, BIDS OF OTHER BIDDERS, AND CLICK COUNTS WILL NOT OCCUR IN "REAL TIME" AND WILL BE DELAYED DUE TO SYSTEM CONSTRAINTS, INTERNET LATENCY, AND OTHER POSSIBLE FACTORS. WE WILL HAVE NO LIABILITY IN CONNECTION WITH THE FUNCTIONALITY OR CONTENT OF ANY PROGRAM SITE WE DO NOT OWN.
- F. Your Responsibilities. You understand and agree to fully cooperate in the fulfillment of your Leads Lift Subscription Services. You agree that we may bill you and you agree to pay for Leads Lift Subscription Services rendered even if the full Leads Lift Subscription Service is not provided due to your failure to respond, provide required information or Client Content, or your lack of cooperation. If required, you agree to incorporate our javascript into your website if your site is owned or operated by a third party other than us; otherwise we may implement a reverse proxy practice to create your Leads Lift Subscription Services landing page.
- G. Your Representations and Warranties; License and Grant of Rights.
  - a) You agree to abide by the terms and conditions and any other guidelines or requirements applicable to the Program Sites to which we submit the Client Content. Any violation of any such terms and conditions or other guidelines or requirements will be considered a material breach of the Agreement.
  - b) In addition to your representations and warranties in the Thryv Platform Services Terms and Conditions, you represent and warrant that: (i) you have and will continue to have the absolute and unrestricted right to publish and use (including use as searchable text or "keywords") all words, phrases, logos, brands, products, service, affiliations, certifications, and all other content used in your online advertising, including all content added by us to your online advertising, including your temporary website, as part of the Leads Lift Subscription Services, and in the Advertiser Websites (as defined below); (ii) the Advertiser Websites will at all times be operated by you or on your behalf, use secure technology to protect the data of users accessing such website(s) from a link in the PPC Advertising, and not implement or use technology that prevents users from using the browser "Back" button; (iii) the Advertiser

Websites will look substantially the same to all users unless the content of the Advertiser Website is relevant to the user's selected keywords or other search criteria; and (iv) the Advertiser Websites will be free of viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information. Any breach of the warranties made in this Section will be considered a material breach of the Agreement. All advertising copy and other information submitted or selected by you in connection with the Leads Lift Subscription Services will be included within the term "Client Content" for the purposes of the rights, licenses and authority granted by you in the Thryv Platform Services Terms and Conditions. "Advertiser Websites" means all websites to which the Leads Lift Subscription Services advertising links, including landing pages.

**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. **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 such as your Thryv Business Center customer relationship management (CRM) feature or your Keap CRM feature, as applicable, noting Thryv 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 Thryv 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 Thryv Marketing Center reporting dashboard will remain available for a reasonable period of time but may be removed periodically to permit space for newer reporting.
10. **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 Thryv 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 Thryv 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 Thryv Marketing Center Subscription Services.

**11. Terms governing potential advertising types/lead channels:** Any social posts, Internet Yellow Pages advertising services and any other channels and media will be provided to you in accordance with the following terms, to which you agree.

**A. Social Posts.**

- a) You must connect your social profile in your Account in order to receive this service. You understand that if you do not fulfill your responsibility in maintaining this connection, we cannot fully provision the social post feature but billing may begin. 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 social posts.
- b) 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 post Subscription Services used.
- c) 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 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.
- d) We do not monitor interactions with the social posts created via this Subscription Service. You understand and acknowledge that you are responsible for monitoring and replying to such interactions.

**B. 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.

**C. 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 Thryv Marketing Center campaign(s), including but not limited to 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), 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.

D. Website. If a Professional Website is included with your Thryv Marketing Center Subscription Services, please see the Professional Website terms governing your website [here](#). If a Pro Builder Website is included with your Thryv Marketing Center Subscription Services, please see the Pro Builder Website terms governing your website [here](#).

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 Thryv Marketing Center.

<sup>1</sup> Google Business Profile™ business listing service is a trademark of Google LLC.