

UNIVERSAL DIRECT RESPONSE ADVERTISING MASTER TERMS AND CONDITIONS

Last Updated: May 6, 2025

I. If you ordered Universal Direct Response Advertising, you agree to the following terms and conditions. When you purchase Universal Direct Response Advertising, you must consent to our Tracking Services Terms (defined below). As set forth in the Tracking Services Terms, you will be automatically opted into the call tracking and call recording services unless you contact us to opt-out of call recording. Call tracking is necessary for us to measure your Inquiries.

II. DEFINITIONS

“**Agency**” means either, as applicable, (i) Client if it is the entity accepting these Terms and Conditions on behalf of itself and its affiliates and related entities, or (ii) the entity accepting these Terms and Conditions and that is authorized to order Products or Services on behalf of Client.

“**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.

“**CCPA**” means the California Consumer Privacy Act of 2018, as may be amended and superseded, including by the California Privacy Rights Act of 2020, and any regulations promulgated thereunder.

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

“**Data Protection Laws**” means all applicable United States (US) state and federal laws, orders, regulations, and regulatory guidance now or in the future relating to information security, privacy and data protection including without limitation: (a) the CCPA; (b) Virginia’s Consumer Data Protection Act; (c) the Colorado Privacy Act (d) Connecticut’s Act Concerning Data Privacy and Online Monitoring; (e) the Utah Consumer Privacy Act; and (e) all implementing regulations of the foregoing.

“**Digital Products**” means Publisher-provided advertising for Client on various print and/or 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.

“**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.

“**Inquiry**” means a telephone call (i) which call remains connected for no less than the call duration as set forth in the Order, and which is placed to a Call Tracking Number published in the Products, or (ii) placed to a Call Tracking Number published in the Products, which call receives a busy signal, goes unanswered, or the call is a suspended call (defined as when service to the primary business line is suspended).

“**Order**” means a mutually agreed “Order” that incorporates these Terms and Conditions and includes a description of the Services and/or Products ordered from Publisher by Agency.

“**Personal Information**” means information provided to Publisher by or at the direction of Agency, or to which access was provided to Publisher by or at the direction of Agency, in the course of Publisher’s performance under the Agreement that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

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

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

“**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.

“**Terms and Conditions**” means these Generic Ads Direct Response Advertising Master Terms and Conditions which may be modified by Publisher from time to time with the current version posted to <https://www.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 Order.

III. ENTIRE AGREEMENT/MODIFICATIONS

The Order, these Terms and Conditions, and the Tracking Services Terms, 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 after the effective date of any changes. If Agency does not agree with such changes, Agency may terminate any affected Order as set forth herein.

The Agreement supersedes all prior agreements and representations, whether express or implied, written or oral with respect to the Products identified in the Order. Except for posted updates to the Terms and Conditions, **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 the Order, these Terms and Conditions, and the Tracking Services 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.

IV. ORDERS

- a. Order Details. Each Order will specify, among other items: (i) the type and quantity (if applicable) of Products requested, (ii) the rate(s) for such Products, and (iii) the applicable minimum call duration for the Products, and (iv) the universal category of headings or categories (e.g., plumbing, landscape. Painting, etc.) and geography for the Products, .
- b. Cancellation of Orders. Either party may cancel an Order within 3 business days after submission (the "**Cancellation Period**"). For Termination of the Order after the Cancellation Period, see Section VIII - TERM, TERMINATION, AND AUTO RENEWAL.

V. PAYMENT TERMS

- a. Inquiry Fee. As consideration for Publisher's provision of the Products for Client, Agency agrees to pay to Publisher the rate set forth in the Order (the "**Inquiry Fee**") per each Inquiry (as defined above), subject to any requirements listed in the Order. Agency is not required to pay for (i) calls which do not qualify as Inquiries because they are less than the call duration listed in the Order 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 Order and the originating telephone number cannot be determined, the call will be counted as an Inquiry and is subject to an Inquiry Fee. **Publisher does not, and cannot, predict the quantity or quality of Inquiries generated by the Products.** Unless otherwise expressly agreed in an Order, Agency acknowledges that there is no cap, ceiling or limit as to the amount of Inquires for which Agency may have to pay.
- 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 at its sole and absolute discretion (i) cancel any 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, (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. Reports and Measurement. For each Call Tracking Number that generates calls, Publisher will provide Agency with monthly reports containing monthly grand totals, total number of calls regardless of duration, duration of each call, date and time of each call, and, if available, area code and originating phone number of each call. Reports provided by a third-party call-tracking vendor, will determine the number of Inquiries. Such reports shall be the only and definitive measure of the number of Inquiries and will determine Agency's related Inquiry Fee obligations
- d. Agency shall not include any limiting endorsement on a check or other form of payment, and Publisher may cash a check containing a limited endorsement or accompanied by any limiting instruction without affecting Agency's obligation or Publisher's rights.

VI. ADVERTISING

- a. Product Content. Product design shall be produced by Publisher in its sole discretion and any Product shall not contain any reference or description that will identify Client.
- b. 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.**
- c. Call Tracking Numbers. Publisher shall provide a Call Tracking Number in every Product. Client shall not utilize, and in the case where there is an Agency representing Client, 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 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 the Order expires or is terminated by either party. For clarity, if the Products provided include Print Products and these Terms and Conditions or the relevant Order expire or are terminated prior to the end of the applicable Directory**

Issue Life, calls to the associated Call Tracking Number may be reassigned (possibly to a competitor of Client) by Publisher.

VII. TERM, TERMINATION, AND AUTO RENEWAL

The Term of each Order that is subject to these Terms and Conditions will begin on the Date of Order and will continue for not less than 3 months (90 days or more) as specified in the applicable Order (the "Term"). Upon expiration of the Term, unless otherwise stated in the Order, the Order will automatically renew for the same duration as the original Order unless Agency provides Publisher thirty (30) days' written notice of non-renewal prior to the end of the then-current Term. Publisher may terminate an Order with 30 days prior written notice to Agency. 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.

VIII. 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 and Digital Platform, and how, where, how many, when, and whether they are published, distributed, reissued, or displayed...
- b. Rights in Publisher Content/Copyright/Trademarks. The content and the Products or licenses from third parties related to the Products are, as between the parties to this Agreement, Publisher's sole and exclusive property ("**Publisher Content**"). 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 not use 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.
- c. Sensitive Data. Agency understands and agrees that Publisher makes no representations or warranties that the Products will comply with the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), and that the Products 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, it does so without Publisher's knowledge or consent and at its own risk.
- d. Data Protection. To the extent, if any, that Publisher receives any Personal Information pursuant to the Agreement, the parties agree that Publisher is Agency's service provider/data processor, as such terms are defined and understood pursuant to applicable Data Protection Laws. Accordingly, Publisher shall: (i) not retain, use or disclose any Personal Information outside the direct business relationship between Publisher and Client, or for any purpose, including a commercial purpose, other than for the purpose of providing the Products hereunder (the "**Contracted Business Purpose**"); (ii) only process Personal Information to the extent necessary to perform such Contracted Business Purpose, and for only as long as it provides services to Agency; (iii) not sell Personal Information; (iv) not share any Personal Information; and (v) not combine the Personal Information that Publisher receives from, or on behalf of Agency with Personal Information that it receives from, or on behalf of, another person, or collects from its own interaction with a consumer, provided that Publisher may combine Personal Information if it is within the scope of providing the Contracted Business Purpose to Agency.

Publisher further agrees that: (i) Publisher shall comply with applicable obligations under Data Protection Laws, including by providing the same level of privacy protection as required by the CCPA of a business; (ii) Agency has the right to take reasonable and appropriate steps to help ensure that Publisher uses Personal Information in a manner consistent with Publisher's obligations under Data Protection Laws; (iii) Publisher shall notify Agency immediately if it makes a determination that it can no longer meet its obligations under Data Protection Laws; and (iv) Agency has the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information. Publisher shall promptly comply with any Agency request or instruction requiring the Publisher to provide, amend, transfer, or delete Personal Information, or to stop, mitigate, remedy, or remediate any unauthorized use or processing. Publisher will promptly notify Agency if it receives a request from an individual, or on behalf of an individual, for information about, access to, amendment of, or deletion of that individual's Personal Information. Publisher shall not respond to any such request without Agency's prior written consent, except to confirm that the request relates to Agency. Upon request by Agency, Publisher will reasonably assist Agency to fulfill the rights of that individual and respond to such request, at Agency's expense.

Notwithstanding the foregoing, we may use de-identified or aggregated and anonymized information or metrics about your use of or engagement with the Products for our internal analytical purposes and/or to improve our services.

Agency represents and warrants that Agency's and Client's use of the Products will comply with all applicable Data Protection Laws, including with regard to data subject rights, data security and confidentiality, and providing data subjects with all necessary information (including by means of offering a transparent and easily accessible public privacy notice) regarding, Publisher's and Agency's and Client's processing of Personal Information for the purposes described in these Terms and Conditions.

- e. Agency's Representations. Agency further represents and warrants that: (i) the purchase of the Products for Client complies with all applicable laws, orders, codes, regulations and industry rules and requirements, and Client has all required licenses to provide the goods and services advertised in all jurisdictions where the Products appear; (ii) Client has not requested, and will not use, the Products, or Publisher's Digital Platform for any unlawful purpose or business; (iii) 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; and (iv) Agency has the authority to purchase the Products and Client is or has the authority to represent the business related to the Products (collectively, the "**Agency's Representations**"). Agency shall notify Publisher immediately if any of the above becomes inaccurate.
- f. 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.

IX. LIMITATION OF LIABILITY

The total aggregate liability for Publisher and its affiliates for errors in or omission of the Products, 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 was diminished, or (ii) the amount Agency has paid for the Product 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.

X. 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 Products, (iii) any breach of any applicable export control laws; and (iv) any transactions related to the Products. Agency will continue to be obligated by this Section even after the termination of these Terms and Conditions.

XI. 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.

XII. 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: Contract Management, Legal Department, 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 agrees that Publisher may contact Agency regarding the Products, or offers to provide Products, 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, including any dispute regarding any Product, any omissions, incorrect phone numbers or other errors and any Product 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 Products 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.