

Thryv Leads Terms and Conditions

Last Updated: August 1, 2023

If you ordered Thryv Leads Subscription Services, you agree to the following additional Terms and Conditions as a supplement to your Thryv Platform Services Terms and Conditions. Unless otherwise agreed in writing, the initial minimum Subscription Period of Thryv Leads 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. **You must consent to and implement the Performance Tracking Service in conjunction with Thryv Leads, subject to our [Performance Tracking Terms](#). As set forth in the Performance Tracking Terms, you will be automatically opted in to the call tracking and call recording services unless you contact us to opt-out of call recording.** Note that for non-recorded calls, technological call analytics will still be used to determine likely call quality. Call tracking is necessary for us to measure what we deliver against your estimated target for Thryv Leads. 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 Leads.** Thryv Leads is designed to acquire, provide, and report potential leads to your business within a set monthly budget range, utilizing various types of advertising, media, and other sources as needed to fulfill and optimize delivery toward an annual (or semi-annual, if so specified) estimated or target number of Qualified Contacts (defined below) throughout your Thryv Leads Subscription Period. For the purposes of Thryv Leads, "Qualified Contacts" shall mean and include certain actions, as described below, directed to your business, that meet certain established criteria for validity. Thryv Leads may also include various features or functionalities related to increasing the value to your business of the Qualified Contacts provided via Thryv Leads. You agree to fully cooperate, as necessary, in the fulfillment of your Thryv Leads program. You authorize us to transmit Qualified Contact information collected via any/all lead 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 Qualified Contact we provide to you, where appropriate.
- 2. Definition of "Qualified Contacts."** For the purposes of Thryv Leads, a "Qualified Contact" will be particular means by which your Thryv Leads campaign enables you to connect or interact with a potential business lead or prospect, which may include actions such as a received phone call, voicemail, email, written message, text, form-fill, chat, appointment, request for a quote, request for information, purchase, website or landing page visit, map view or request for directions, or other interaction that signals a consumer's intent to engage with your business. Specifically, we will initially include in our estimates and reporting to you of the number of Qualified Contacts you receive, any of these three types of contacts that result from your Thryv Leads program: (1) "**Form Contacts**" - filled contact forms or requests for contact or services associated with a valid email address and/or telephone number ; (2) "**Email Contacts**" - emails received from a valid email address to your Thryv Services portal or valid business email; and (3) "**Qualified Calls**" - telephone calls placed to the Call Tracking Number (or CTN) that appears in your Thryv Leads campaigns, that are (a) answered by a person, answering machine, answering service or client- side interactive voice response (IVR) system, and (b) either (i) provided to you in the form of a message containing the caller's name and contact information, or (ii) of a duration of at least 30 seconds from the time the call is answered, and determined through our call analytics to be a likely conversation between your business or answering service and the caller, or a significant communication directed to your business from the caller. We do not guarantee and shall have no obligation to provide any set amount of any specific type of Qualified Contact. Although we may include metrics for other types of actions in your reporting, including unanswered phone calls, impressions, and clicks on your Thryv Leads advertising (see Section 8, CRM and Reporting, for more information), these actions will not be counted as Qualified Contacts unless we modify the reporting criteria. We reserve the right to modify, from time to time and upon prior notice to you, the criteria for validity of a Qualified Contact and/or the definition of Qualified Contact to include other reportable actions that we determine to reliably indicate consumer intent to engage with your business.
- 3. Qualified Contacts Estimates.** The Qualified Contacts target for Thryv Leads is an estimated annual amount. We will optimize your Thryv Leads program within your monthly budget and attempt to pace delivery of Qualified Contacts towards your annual target amount, averaged over 12 months, and delivered monthly during your Thryv Leads Subscription Period. However, the actual number of Qualified Contacts delivered from month to month will likely vary, as external circumstances - including seasonality, fluctuations in consumer demand and other market factors - may affect the delivery of Qualified Contacts in a given month. The Qualified Contacts estimate applies

to Thryv Leads as a whole and not to any individual campaign or service that may be used as a fulfillment source for Thryv Leads. The number of Qualified Contacts predicted to be delivered by your Thryv Leads program is an estimate and not a guarantee of specific performance. In the event of material underperformance of your Thryv Leads program, we will, in good faith, use commercially reasonable efforts to adjust campaign parameters, the media budget and potential lead sources to optimize the program, but no refunds or makegoods will be provided under normal circumstances.

4. **Fulfillment Terms and Management Authorization.** By purchasing Thryv Leads, you consent to and authorize our use of various lead generation methods to obtain Qualified Contacts for your business, including, but not limited to the placement of various types of advertising for your business which may include online or mobile display advertising, social ads, Search Engine Marketing (SEM), print or digital Yellow Pages directory-type advertising, direct mail (including targeted postcard delivery), quote request services, or other types of marketing, as well as contact information collection methods such as web forms, website live-chat agents, telephone answering service, and pixel or other web tracking. You also consent to and authorize placement in any media channel or on any property, which may include publication to our owned and operated print and digital/mobile media properties as well as potential distribution to third-party properties, services and websites, including ad networks, social sites and search engines. We may, but are not obligated to, provide you with the opportunity to opt-out of (or opt-in to) certain of these lead generation methods, but generally you agree that lead generation methods may vary at our sole discretion. We may add, remove or change the types of advertising and types of media on which we spend the media budget from your Thryv Leads program at any time in order to optimize your campaigns overall for delivery of Qualified Contacts and return on investment within your budget. We may also add, remove or change the potential lead sources and media used to fulfill Thryv Leads at any time in our sole discretion.

In addition to the general provisions in the Thryv Platform Services Terms and Conditions and the Thryv Leads terms herein, you agree to the terms and conditions that govern of any of the potential types of media or other sources we may use to fulfill your Thryv Leads program, as applicable, which terms and conditions include, without limitation, those in the following sections related to Display and Social Ads, Search (SEM), and Internet and Print directory (Yellow Pages) advertising and Direct Mail, and Other Advertising. Use of certain lead 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, completing a brief survey about your business to aid a live agent in responding to chat requests or answering telephone calls, or providing business hours for quote request services, 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 lead generation method, you consent or opt-in to our use of that method for your business. Where available for a particular lead generation method, opt-outs may be made by contacting Customer Care at 1-844-339-6334. 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 lead 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 Digital Ads, 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 lead channel. We disclaim all liability in connection with the functionality, operation, or content of any website or service not owned or operated by us.

Our provision of Thryv Leads may encompass various methods of fulfillment, including media sources and ad types that may be similar to those used in various services and products also offered on an individual, standalone basis by us, but for Thryv Leads, the selection and use of any of these media sources, and the allocation of media spend to all or any particular type of ad or media shall be entirely at our sole discretion. We cannot and do not guarantee any particular placement or use of any particular media or potential lead source. You acknowledge that Thryv Leads may encompass a broad variety of media and lead sources, and you waive any potential claims that advertising placed to fulfill Thryv Leads conflicts with or duplicates any other advertising you may conduct, or which may be conducted on your behalf by an agency or other third party. You authorize us to manage the administration of the various campaigns that may be used in your Thryv Leads program on your behalf, within agreed parameters but at our discretion, including the placement and timing and amount spent on various media sources. You understand and agree that we charge a fee for our management services over and above the portion of your budget allocated for media spend, but both media spend and fees are included in the total amount you are charged monthly for Thryv Leads.

5. **Ad Creation.** By purchasing Thryv Leads, 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 Leads campaigns. Such images and other content will be considered Client Content, as defined in the Thryv Platform Services Terms and Conditions. Depending on the type of ads or media used to fulfill your Thryv Leads 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.
6. **Campaign Targeting.** We will collaborate with you to select initial 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, but you will retain ultimate responsibility 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. Notwithstanding the foregoing, you agree that the implementation of certain targeting parameters may vary by campaign or media type and may need to be minimally adjusted by us in order to optimize campaigns within the program. You acknowledge that any request by you to alter your desired targeting parameters during the Subscription Period of your Thryv Leads program may require an adjustment to your Qualified Contacts estimate and/or your monthly cost for Thryv Leads.
7. **CRM and Reporting.** Qualified Contacts will be delivered to you throughout the Subscription Period as they are received and may be automatically entered into your Thryv Customer Management (CRM) tool, noting Thryv Leads 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 Qualified Contact through your Thryv Leads program, 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. Preliminary reporting of the number of Qualified Contacts delivered may be made available in your Thryv Leads reporting dashboard as they are delivered, but official reporting of the number of Qualified Contacts delivered during a month will be provided to you after the end of each month. Any reporting available online between the official monthly reports is not final and may not accurately reflect the current, actual number of Qualified Contacts, per our criteria, provided at any given time. Your reporting will also show other performance metrics from your Thryv Leads program for the month, for your information only; there will be no estimated target for delivery on other metrics. For the purposes of reporting, an “**Opportunity**” or any future similar term used to identify engagement with your advertising, shall include any click on any portion of the advertising in your Thryv Leads program, including but not limited to: driving directions, maps, websites, photos, like, follow, or any other action that indicates engagement with your advertising but may or may not result in interaction with your business. An “**Exposure**” indicates an impression, display or exposure of your advertising or business information to someone, whether or not they engage with it actively in a manner that we monitor and report. Reporting available in your Thryv Leads reporting dashboard will remain available for a reasonable period but may be removed periodically to permit space for newer reporting.
8. **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 Print Advertising Services, or promotion via other channels and media will be provided to you in accordance with the following terms, to which you agree when you purchase Thryv Leads.
 - 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 Thryv Leads, 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**”) Services 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 engine 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, DexKnows.com, Superpages.com, and Yellowpages.com, 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 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 ads 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. Print Directory Advertising/Direct Mail. Print Directory Advertising generally refers to advertising which is or which approximates traditional printed Yellow Pages directories, including the placement of advertising into our or third-parties’ printed Yellow Pages (e.g., The Real Yellow Pages®), White Pages, printed coupon or other type of printed business directory or supplement, or any functional equivalent or publication (each a “**Print Directory**”). We do not promise or guarantee any specific geographic distribution or coverage for any Print Directory and the method of distribution will be as we deem appropriate. “**Direct Mail**” refers to printed material, such as postcards or mailers, that is sent or mailed to households to market or provide awareness advertising for a business. You agree that Direct Mail may be targeted to specific types or segments of a population that possess certain characteristics or meet certain criteria, or to individual recipients based on demonstrated interest in your business or a business of your type. You acknowledge that Print Directories and/or Direct Mail may be used as potential lead sources for Thryv Leads, and that this form of advertising is not modifiable over time once published and may remain in print and in circulation beyond the end of your Thryv Leads term. Therefore, you agree that we and our successors and assigns have the perpetual, royalty-free, right and license to publish any of your Client Content made available for Thryv Leads in the context of a

Print Directory or Direct Mail piece, and that such right and license shall continue for as long as such Print Directory Issue or Direct Mail piece is in existence. **Moreover, after the end of your Thryv Leads Subscription Period, you understand and agree that, as per our Performance Tracking Terms, we will cease directing to your business, and may redirect to other businesses of your type, any incoming calls made to the Call Tracking Number that was published in a Print Directory Ad or Direct Mail piece for your business as part of your Thryv Leads program, to the extent such Print Directory or Direct Mail advertising remains in publication after the end of your Thryv Leads Subscription Period, and you hereby waive and release us from any and all liability to you for any potential claims or damages related to this practice.**

- F. **Other Channels or Media.** To the extent that we determine that such channels may be a quality source of Qualified Contacts for your business, we may include additional types of advertising or lead generation methods in your Thryv Leads 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 Qualified 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); Telephone Answering Service (a live answering service to answer telephone calls that you are unable to answer during certain business hours and collect messages on your behalf) 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
9. **Value-Add Services.** In addition to providing you Qualified Contacts, Thryv Leads may include various features or functionalities related to increasing the value to your business of the Qualified Contacts provided via Thryv Leads. For instance, we may, but are not obligated to make available to you a service currently known as “**Branded Calls**,” in which we can help you control how your phone number, your company name, your company logo/image (if any), and outbound call reason (e.g., “Calling about your recent purchase”) appear on your business’s caller ID for certain outbound calls you make to prospects or customers who are mobile phone users, in order to increase the chances that your call will be answered by the called party. For this service, you authorize us to provide your company name, company logo/image, and outbound calling reason to our third-party service provider who will adjust your caller ID accordingly. For other new services designed to add value to your Qualified Contacts, depending on the type of service, we may include the service as a part of Thryv Leads without notice or your express consent, unless the nature or use of such service or feature requires your active participation or consent/opt-in. In some cases, we may, but are not obligated to, provide you with the opportunity to opt-out of certain value-add services that are otherwise included as a part of Thryv Leads, which you can do by calling Customer Care at 1-844-339-6334.
10. **“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**”), with or without notice to you, depending on the type of service. For Beta Services of standard types for Thryv Leads or types specifically included in these Terms that do not require additional participation by you to initiate, you agree that we may include your business in such Beta Services and trials as part of your Thryv Leads program without obtaining your express consent to such trial. For certain Beta Services, we may permit you to opt-out of receiving or participating in such Beta Services by calling Customer Care at 1-844-339-6334. For other Beta Services whose use or activation requires your consent or active participation, we may request that you expressly opt-in prior to providing you such Beta Services or your participation or provision to us of certain additional materials or access in connection with a particular Beta Service shall constitute your opt-in or consent to receive such Beta Service (and you may thereafter opt-out by calling Customer Care if you choose). You hereby acknowledge and agree that any Beta Service we provide may be untested for use in this circumstance, and that neither we 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 Leads. Regarding Beta Services, except in the event of willful misconduct, in no event will we or our service providers be liable to you for any consequential, special, indirect,

incidental, punitive or exemplary damages of any kind including lost profits, data, or goodwill and the like, arising out of or in connection with the Beta Service, whether such damages or losses arise in contract, tort (including negligence), strict liability, or otherwise, or are suffered directly or indirectly, even if such damages are foreseeable or a party has been advised of the possibility of such damages in advance.