

# Terms and Conditions

Effective December 15, 2022

See prior versions [here](#)

These Terms of Service contain an arbitration provision. Please review the Arbitration section for details.

Welcome to Thryv, an integrated business software solution that allows you to easily manage your business from one single hub. With the Thryv platform and application, you can manage your business's customers through the use of appointment scheduling, customer list management, online and mobile payments, estimates and invoicing, SMS text messaging, email messaging, a customer portal, a communication inbox, and available video, website, full-service social, and a leads program, depending on your Thryv package level. These Thryv Terms and Conditions, the Thryv Solutions Terms noted below, our Privacy Policy (defined below) and your Order make up the agreement between you and us regarding your purchase and use of Thryv (the "**Agreement**"). For the avoidance of doubt, regardless which Contracting Party (see below) you contract with, the Thryv Solutions Terms, our Privacy Policy, and your Order are enforced under these Terms and Conditions by the entity that provides you Thryv. By purchasing Thryv, creating and registering for a Thryv account (an "**Account**"), and/or using any features of Thryv, you acknowledge that you have read, understand and agree to be bound by the Agreement. Changes to the Thryv Terms and Conditions, including Thryv Solutions Terms (below), will be posted online in advance of their stated effective date, and any such changes will apply to you thereafter if you continue to use Thryv or the affected Solution or feature. Thryv is only intended for use by companies located in the United States of America with US-based customers, except for specific non-US countries and territories approved by Thryv in its sole discretion. If you intend to use Thryv within the US, you represent that you have the authority to enter into the Agreement, are the age of majority in the state in which you reside, are a legal resident of the United States who is an authorized representative of a business entity authorized to conduct business by the US state(s) in which it operates, that you will not use Thryv with/for any non-US based customers, and that your business is not engaged in marketing or providing services of an "adult" nature, pharmaceuticals, marijuana-related products or services, or guns/firearms-related services, for which you wish to utilize Thryv. If you are not a US company and/or you operate primarily outside the US and/or intend to use Thryv with/for customers outside of US, please see the end of these Thryv Terms and Conditions for additional terms that apply to you based on your country or territory or the country or territory in which your customers are located.

1. Definitions. Defined terms are:
  - a. "**Authorized User**" means your employees, consultants, contractors, or agents that have (i) been assigned Credentials to access and use your Account, (ii) registered to access and use your Account, and (iii) agree to comply with the terms and conditions of the Agreement.

- b. **“Contracting Party”** means:
    - 1. Thryv, Inc. (sometimes doing business as Dex Media, Inc.) if you reside or have your principal place of business in the United States, Australia, Barbados, or the Cayman Islands.
    - 2. Thryv Canada Holdings, LLC if your principal place of business is Canada.
  - c. **“Credentials”** means the user identification and password to the Account delivered to you by us or set by you via your Account.
  - d. **“Order”** means your initial purchase of Thryv and Thryv Solutions, and any subsequent purchases or upgrades of Thryv and/or Thryv Solutions and/or related services made for or using your Account.
  - e. **“Privacy Policy”** means the policy located at [www.corporate.thryv.com/privacy](http://www.corporate.thryv.com/privacy).
  - f. **“Subscription Period”** is the amount of time Thryv is provided to you, which may be divided into sub-periods or terms as provided in Section 5 below.
  - g. **“Solution(s)”** mean the individual functionalities and modules included with your Thryv package or purchased in conjunction with your Thryv package as an add-on, as available in your market, as more fully described in the terms linked to from the list in Section 3 below.
  - h. **“Thryv”** is cloud-based software as a service (“SaaS”) that allows you to run specific aspects of your business through its technology, depending on the package selected, and may include customer management and marketing capabilities, a customer portal with two-way communication, and sales features like estimates, invoicing and payment integration functions, plus several add-on options.
  - i. **“We,” “us” or “our”** means the Contracting Party and the third-party vendors who support Thryv.
  - j. **“You” or “your”** means the individual or business entered as the Account owner during Account registration.
2. Packages. Please click on the link below to view package details and enhancements or add-ons available with each package level, for an additional one-time or monthly fee. Not all packages are available in all markets or sales channels. See country specific terms below for packages available for non-US based businesses. Also, please note that the use of certain features may be limited or unavailable for certain categories of businesses, such as those in the medical, legal and financial services industries. If you have a legacy Thryv product or Solution, some of the features and limits that apply to that product or Solution may be different than those that appear in these Terms and Conditions or the applicable Solution terms. If you have a legacy Thryv product or Solution, we may choose to move you to our then-current product or Solution at any time. If you determine that you are using a legacy product and would like to upgrade to a current version, you may upgrade within your Account or by calling Client Care at 866-519-0475.

## Thryv Package Options

3. Thryv Solutions Terms. Specific terms for each Solution in your package or purchased as an add-on, as available and applicable, are located at the following:
  - a. [Customer Management \(CRM\)](#)
  - b. [Online Listings Management](#)
  - c. [Reputation Management](#)
  - d. [Sales Features](#)
  - e. [Social Media Services](#)
  - f. [Website](#)
  - g. [SEO \(where available\)](#)
  - h. [Video](#)
  - i. [Logo](#)
  - j. [Thryv Leads \(where available\)](#)
  - k. [ThryvPay \(where available\)](#)
  - l. [Domain Based Gmail](#)
  - m. [Consumer Search Network \(CSN\)](#)
  - n. [Google My Business™ \(GMB\)](#)
  - o. [Marketing Center](#)

The Solutions Terms apply to your access and use of any of the above Solutions, whether originally included in your Thryv package, added later as an upgrade, or subsequently provided to you as part of our enhancement of the Thryv software. We will endeavor to provide you prior notice of the removal of any material feature of Thryv or your Thryv Solution. We also reserve the right to offer or provide trials or tests of new Solutions or features in development (“beta” features or solutions) from time to time, and to discontinue any such “beta” features or Solutions at any time without notice or obligation to you, and/or to thereafter offer any formerly free “beta” feature or Solution as a paid add-on or part of a higher Thryv package level.

4. App Market. Within your Thryv Account you may have access to the Thryv App Market, which is an aggregated offering of applications and services that may be of interest or use to you. Applications not branded Thryv® are provided by third-party developers, licensors or distributors (each a “**Third-Party Provider**”). When you link out from the App Market details page to a Third-Party Provider site, you agree that your business information will be passed to that Third-Party Provider’s site for the purpose of facilitating a transaction with that Third-Party Provider. Your purchase, download, or use of Third-Party Provider applications is governed by such Third-Party Provider’s terms and conditions and privacy policy, as applicable. Additionally, the App Market may include the capability for you, at your sole discretion, to integrate a Third-Party Provider application with your Thryv Account. If you exercise this integration option, you hereby authorize Thryv to integrate such Third-Party Provider application with your Thryv Account to facilitate the sharing of certain Client Content (defined below) from your Thryv Account to your Third-Party Provider account, and the ingestion of Client Content from your Third-Party

Provider account to your Thryv Account. You acknowledge and agree that (i) Third-Party Providers will have access designated by you to your Client Content and that it is your sole responsibility to evaluate any risks related to your sharing of Client Content with Third-Party Providers; (ii) we have no control over, and—to the max extent permitted by applicable Law—will have no liability for, any acts or omissions of any Third-Party Provider with respect to your sharing of Client Content, and (iii) we may use our third-party vendors to facilitate the transmission of Client Content as contemplated herein. To the maximum extent permitted by applicable Law, we disclaim all liability for the functionality of any Third-Party Provider applications and, unless otherwise expressly provided, for their interoperability with Thryv.

5. Term/Auto-Renewal. Unless otherwise specified and agreed to in writing by us at the time of purchase or upgrade, your initial Subscription Period for Thryv and any add-on Thryv Solution, where applicable, is 6 months, which, if not terminated by you at least 30 days before the end of such period, will thereafter automatically renew month-to-month until terminated as set forth in Section 6 below. If noted in the applicable Solutions Terms, certain add-on enhancements may have different term lengths or may be prorated in their initial term to align with your Thryv Subscription Period. If you purchase the Thryv Leads or Marketing Center add-on, however, which prerequisites Thryv, your Subscription Period for Thryv will automatically be set or extended as necessary to make it coterminous with your Thryv Leads or Marketing Center Solution term, as applicable.
6. Cancellation/Termination/Suspension. You may cancel Thryv or any upgrade or add-on (“**Cancellation**”) at any time **within three (3) days of purchase (“Cancellation Period”)** for a full refund or, if outside the Cancellation Period, you may provide notice to terminate Thryv (“**Termination**”) at least 30 days prior to the beginning of your next Subscription Period. Cancellation or Termination requests must be submitted as described in Section 18 below. Terminations will be effective upon the expiration of your next Subscription Period after your notice is received. Except as expressly provided herein, no refunds will be provided. We reserve the right to terminate or suspend your Account for non-payment at any time. If your credit card is declined, we provide you seven calendar days to remedy this issue and provide proper payment. Thereafter, we may suspend your Account and your access to any and all Thryv services and Solutions until payment is received, and you remain responsible for all accrued charges. We may cancel all or any Thryv product or Solution in your Order at any time and for any reason (even if previously approved) and we have the right to terminate your Account if you violate the Agreement, or for any or no reason in our reasonable discretion, at any time. If your Account is terminated, you agree: (a) to continue to be bound by the terms of this Agreement that survive termination, as applicable, (b) to immediately stop accessing or using Thryv, (c) that your right to access and use Thryv immediately ends, and (d) that we reserve the right (but have no obligation, except if we have separately agreed to a BAA with you) to delete all of your information and Account data stored on our servers. You acknowledge and agree, that, to the max extent permitted by applicable Law, we are not liable to you or any third party for

termination or suspension of access to your Account or for deletion of your information or Account data.

7. Charges/Billing. You agree to pay the monthly or semi-annual subscription fee and any one-time or other recurring charges listed on your Order or any subsequent invoice. You will be responsible for any taxes due associated with such fees. **The rates specified for Thryv or add-on Thryv Solutions do not include any extra charges that may apply for any additional services that you elect, including separate charges that may apply for optional third-party applications, services or features, such as online payment processing or third-party applications that integrate with Thryv, except as otherwise provided in your Thryv package description or invoice. You agree to pay for any such services that you use or request at our standard rates or the third-party provider's specified rates.**
8. Payment Terms. **RECURRING AUTO PAY. IF YOU PROVIDE US A CREDIT CARD, DEBIT CARD, BANK ACCOUNT NUMBER OR PAYPAL ACCOUNT, YOU AUTHORIZE US TO CHARGE THE CARD OR ACCOUNT AUTOMATICALLY AT THE START OF EACH BILLING PERIOD FOR THE AMOUNT OF YOUR MONTH OR SEMI-ANNUAL RECURRING CHARGES FOR THRYV AND ANY APPLICABLE ADD-ON THRYV SOLUTION, PLUS APPLICABLE TAXES, AND LESS ANY ACCOUNT CREDITS, UNTIL YOU NOTIFY US TO CANCEL AUTOMATICALLY RECURRING PAYMENTS.** It is your responsibility to keep your payment method information current, and you agree that your authorization for recurring payments will continue for any replacement payment information provided by you or the financial institution that provides your payment card, to the extent you have consented to have your financial institution auto-update your payment card information for recurring payees. Fees are due monthly or semi-annually (depending on which payment plan you elected at purchase), in advance, unless otherwise indicated on your Order. You agree to pay all charges in full by the billing due date. You may not withhold any payment for any reason. We may apply or offset payments from you, or monies owed to you, toward amounts owed under the Agreement or any other amounts you owe us.
9. Late Charges. We will assess, and you agree to pay, late charges on balances not paid by the due 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.
10. Usage and Right of Access. We grant you and your Authorized Users a non-exclusive, non-transferrable, limited, and revocable right to access and use Thryv solely through your valid Account(s) in accordance with all terms and limitations of this Agreement and any documentation we provide about Thryv features and functionality. You receive no right to Thryv other than those specifically granted in this Section 10. Without limiting the generality of the foregoing, you agree that you will not use or attempt to use Thryv for any purpose other than managing and promoting your business. Among other things, you specifically agree that you will not: (i) modify, improve, reverse engineer, decompile, disassemble, copy, merge, reroute or create derivative works of or in Thryv; (ii) sell, resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use Thryv, including,

without limitation, providing outsourcing, service bureau, hosting, application service provider or on-line services to third parties, or otherwise make Thryv, or access thereto, available to any third party; (iii) use, display, mirror, frame or utilize framing techniques to enclose Thryv, or any individual element or materials within Thryv, the Thryv name, any Thryv trademark, logo or other proprietary information, the content of any text or the layout and design of any page or form contained on a page, without our express written consent; (iv) use Thryv to build a competitive product or offering, or other service that substantially replicates any features of Thryv; (v) make Thryv, or any materials or content provided hereunder, available in any manner to any third party for use in the third party's business operations; (vi) perform or disclose to any third party any benchmarks, evaluations, performance tests, or competitive analysis of Thryv (including uptime, response time, or other indicators), without our prior written consent; or (vii) encourage or enable any third party to do any of the foregoing. You further agree that you will not allow non-Authorized Users to use your Account or Credentials to access or use Thryv under any circumstances (note: you should not need to provide your Credentials to any of our personnel in order to obtain customer service or support). A specific number of Authorized User Credentials is included in your Thryv package/tier, and you may purchase additional Authorized User Credentials as an add-on to your Thryv package. You grant us and our third-party service providers specific permission to provide, administer, monitor, track and access your Account for any administrative purposes we deem appropriate. You acknowledge and agree that certain features within Thryv may allow you to monitor your Authorized Users Account activity, including, but not limited to, correspondence with each other and with your customers. You shall bear full responsibility for informing and obtaining the consent and permission, as necessary per applicable federal, state and local laws, of any person (including any Authorized User) who uses your Account that such activities may be monitored. You acknowledge that you may be required to certify in writing, and provide periodic updates of, your compliance with any consent requirements regarding those who use your Thryv Account.

11. Security of Passwords/Account Transactions. You are entirely responsible for maintaining the confidentiality of your Account and any Credentials, including those for Authorized Users and for any charges, damages, liabilities or losses incurred due to your compromise of your Account Credentials. You are responsible for all acts and omissions of your Authorized Users and you agree that **the conduct of any Authorized Users in clicking on any on-screen buttons, purchasing any upgrades, or engaging in any other similar conduct, will be legally sufficient for all purposes to bind you to the same extent as though evidenced by your original signature. You waive all claims or defenses that are inconsistent with the foregoing acknowledgements.** You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you. We may revoke your Credentials or deny you or any Authorized User access to any administrative or other functionality, in whole or in part, at any time in our reasonable discretion, but especially if we detect or suspect any threat to the security or integrity of our systems associated with your Account or a violation of Section 10.

12. Operational Limits and Changes. You acknowledge that certain Thryv Solutions may be subject to limitations imposed by applicable Laws or the policies of third-party service providers that we do not control, and that these limitations may restrict or limit the availability of certain Solutions (e.g., Payments, Social Media Services, Text Marketing, Listings Management, Thryv Leads, ThryvPay) for certain types of businesses. More information about business-type limitations is available in the Thryv Knowledge Center accessible at <https://learn.thryv.com/hc/en-us>. You understand that any information or data provided by you to us may not be processed on a real-time basis and may be subject to the latency of the Internet, our systems, third-party networks and sites. In addition, you acknowledge that wireless carriers may implement changes that delay or prohibit our provision of Thryv or a Thryv Solution. To the max extent permitted by applicable Law, we and our service providers will not be responsible or liable for delays or non-delivery of the services caused by wireless carriers, third-party networks, internet providers or search engines. You acknowledge that the operation of Thryv, including the Solutions, may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors, and we shall not be responsible to you or others for any such interruptions, errors or problems or an outright discontinuance of Thryv. We will make reasonable efforts to keep the Thryv operational 24 hours a day/7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by circumstances beyond our control, including but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, third party service provider failures or delays, or Internet service provider failures or delays.
13. Landing Page/Proxy Authorization. You understand and agree that we may create and host a temporary internet site or web page for use solely as a landing page or destination site for those clicking on your Solution advertising (“**Landing Page**”) at a URL we will choose, provision and administer, which Landing Page and/or URL may incorporate content you make available including your business name, branding and other elements like logos or trade dress. You represent and warrant that you have the authority to authorize us to create and host such a Landing Page using these elements. Alternatively, we may create and host a “proxy” site, which is a close copy of your website on a different URL (“**Proxy Page**”), for use as a Landing Page with your Solution. You authorize us to create such a Proxy Page and agree to cooperate with us in the placement of necessary code on your original website to effectuate the Proxy Page, and you agree to indemnify us for and assist in resolving claims of infringement based on our use of your business name or the content in your original website in this fashion. You agree that we may vary certain elements of your website in the Proxy Page, such as using a Call Tracking Number or tracking URL in place of your business number or website URL. You agree that we will have the right to collect and use the data collected about users from the Proxy Page(s) used in providing your Solution and that our collection and use of such data is subject to our Privacy Policy which is available at [www.corporate.thryv.com/privacy](http://www.corporate.thryv.com/privacy). You agree to post a privacy policy to govern your

collection and use of data from your website that is used as the basis for the Proxy Page and that any privacy policy you adopt must include notice that third parties such as us will collect and process data. In the event you require the use of your existing website as a landing page, you represent and warrant that it will be free of viruses or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information.

14. Privacy Policy. You agree to maintain a prominent link to an online privacy policy on your website to which your Solution advertisements direct users, and you will ensure that each policy complies with these Terms and Conditions and all applicable laws, regulations, guidelines, and industry standards. In the event we provide you a Landing Page for use with Solution advertisements, you agree (i) that we may include a link to a privacy policy on such Landing Page, and (ii) to abide by such privacy policy.
  
15. **Complying with the Law**. You understand that you and your usage of Thryv (and your Authorized Users and their usage of Thryv) must comply with all laws, rules, regulations, codes and requirements, as well as amendments to these laws, rules, regulations, codes and requirements (the “Laws”) related to Thryv and the included features that are applicable to your business, your business type and your business’s location. This includes, but is not limited to, the Telemarketing and Consumer Fraud & Abuse Prevention Act, Telephone Consumer Protection Act of 1991 (TCPA), the Americans with Disabilities Act (ADA), The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM), and the California Consumer Privacy Act of 2018 (CCPA), as applicable, as well as other relevant laws and regulations governing your activities in marketing, advertising, communications and data collection and use. **No Spam Policy:** You agree not to use your Thryv Solutions for the posting or sending of, nor include or reference any domain name(s) or URL(s) associated with your Solutions in, unsolicited commercial advertising, email, information, announcements, texts or other messages or any other unsolicited distribution commonly considered to be “Spam.” We may, but have no obligation to, attempt to detect, manage, and eliminate Spam generated from your use of Thryv. We discourage the use of Thryv, including any Thryv Solution (except for authorized payment processing platforms), to upload, communicate, store or solicit any sensitive personal data, including without limitation financial account information, social security numbers, driver’s license or government ID numbers, or private health information. While we provide an industry-standard or higher level of protection for your data stored and messages transmitted through Thryv, you understand that Thryv is an internet-based, hosted SaaS, and you acknowledge that no server or internet connection can be guaranteed to be completely secure.



Thus, you agree that you are responsible for any use by you (or under your Account) of Thryv, including any Thryv Solution, to upload, communicate, store or solicit any sensitive personal data, and to the maximum extent permitted by applicable Law, we disclaim any liability therefor. **You understand that, unless you have separately signed a Business Associate Agreement (“BAA”) with us in relation to Thryv, the standard Thryv platform is not intended to be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and is not intended to be used to communicate or store “protected health information.” Accordingly, if you do share any protected health information via Thryv absent a BAA with us, you do so without our knowledge or consent and at your own risk.** Because you may have the capability to accept credit card payments using Thryv, you agree to comply with applicable Payment Card Industry Data Security Standards (“PCI DSS”) and Laws with respect to all card data, and to the extent you have the capability to accept payment via ACH debit from a bank account, you agree to comply with National Automated Clearing House Association (“NACHA”) rules, as applicable. You agree that we will have the right to collect and use the data collected about users from the servers used to provide the Thryv customer portals and that our collection and use of such data is subject to our Privacy Policy. You acknowledge and agree that we may include a link to a privacy policy on the customer portal web pages, your Thryv Website, or otherwise via Thryv, which explains how personal information is collected and used on the applicable web page. You acknowledge and agree that you will comply with such privacy policy and all applicable Laws related thereto, and that you are solely responsible for such compliance.

16. Our Rights/Remedies. If you or your affiliates do not pay all charges by 30 days after the due date, fail to meet any other obligation under this Agreement or under any other agreement between us, or make any Client Representation (defined below) or warranty that is or becomes untrue, we may, without notice: (i) require you to pay immediately all unpaid amounts you owe and will owe for your Account; (ii) remove, suspend, or modify your Account access; (iii) suspend or terminate your Account without liability; (iv) recover all collection costs and attorneys’ fees; and (vi) pursue any other available legal or equitable remedies. If we receive notice from another party contesting your right to use or display a name, trademark, service mark or other content, in addition to the remedies above, we may, without liability to you, cancel or suspend your Account or affected Thryv features until you have resolved the dispute with the other party to our satisfaction. We may also remove the disputed content immediately. We may change any content you submit via Thryv to conform to our standards, practices and policies or the policies of any third party on whose site, platform or network on which such content is published.
17. Feedback. Any questions, comments, suggestions, ideas, original or creative materials or other information you provide about Thryv or our products or services

(collectively, “**Feedback**”), is non-confidential and will become our sole property. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

18. Notices/How to Contact Us. All notices must be in writing and sent by going to [www.corporate.thryv.com/contact-us](http://www.corporate.thryv.com/contact-us) and completing the requested information in the “Send us a Message” section. Cancellation or Termination notices must include your business name, telephone number, and address, and must be directed to the Customer Service department. For questions about this Agreement or your Thryv or Thryv Solutions, please call Client Care at 866-519-0475.
19. Limitation of Liability/Disclaimers. We are not responsible for any claim that arises between your customers and you related to your use of Thryv. If you experience issues with your use of Thryv due to any system error on our part, you agree that we may, at our discretion, provide free services as a makegood, but under no circumstances will refunds be provided.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL HAVE NO LIABILITY WITH RESPECT TO ANY SERVICES OR FEATURES PROVIDED TO YOU AT NO COST. THRYV, THRYV SOLUTIONS AND RELATED SERVICES ARE PROVIDED ON AN “AS IS” AND “AS-AVAILABLE” BASIS. WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY STATUTE OR OTHERWISE IN LAW OR EQUITY OR BY CUSTOM OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT (i) THRYV, THRYV SOLUTIONS OR RELATED SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS, (ii) THE OPERATION OF THRYV, THRYV SOLUTIONS OR RELATED SERVICES WILL BE CONTINUOUS OR FREE OF DEFECTS, ERRORS OR INACCURACIES, (iii) THE FUNCTIONS CONTAINED IN THE THRYV SOLUTIONS WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU, (iv) YOUR DATA WILL BE SAFE FROM UNAUTHORIZED ACCESS, (v) YOUR THRYV SOLUTIONS WILL BE AVAILABLE OR ACCESSIBLE AT ANY GIVEN TIME, OR (vi) YOUR USE OF THRYV WILL COMPLY WITH ALL APPLICABLE LAWS.** Furthermore, and without limiting the generality of the foregoing, we do not warrant, and you expressly disclaim any reliance on, any statements or representations, including estimates, not contained in the Agreement.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, OR LOSS OF BUSINESS, OR LOSS OF GOODWILL**

OR REPUTATION, OR LOSS OF USE OR DATA. THE LIMITATION OF LIABILITY IN THIS SECTION SHALL APPLY REGARDLESS OF THE NATURE, TYPE OR FORM OF THE CLAIM, WHETHER BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LIABILITY, EVEN IF THRYV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE. FURTHER, WE WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (I) YOUR INABILITY TO USE THRYV OR ANY SOLUTION, INCLUDING AS A RESULT OF ANY (A) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OR ACCESS TO THRYV OR ANY SOLUTION, (B) OUR DISCONTINUATION OF THRYV OR ANY SOLUTION, OR (C) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF THRYV OR ANY SOLUTION FOR ANY REASON; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (III) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THRYV OR ANY SOLUTION; OR (IV) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU HAVE PAID UNDER YOUR ACCOUNT FOR THRYV DURING THE 12 MONTHS PRIOR TO ANY CLAIM.

The limitations in this Section shall apply notwithstanding any failure of essential purpose under this Agreement. To the max extent permitted by applicable Law, we are not liable to you for any deviation from or change in our policies, practices, and procedures.

You understand and agree that we have set our prices and entered into this Agreement with you in reliance upon the limitations of liability set forth in these Terms and Conditions, which allocates risk between us and form the basis of a bargain between the parties.

20. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration. Except as set forth below, you and we agree that we will resolve any disputes between us (including any disputes between you and a third-party agent of ours) through binding and final arbitration instead of through court proceedings. You and we hereby waive any right to a jury trial of any Claim (defined below). All controversies, claims, counterclaims, or other disputes arising between you and us or you and a third-party agent of ours (each a “**Claim**”) shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association (“**AAA Rules**”). The arbitration will be heard and determined by a single arbitrator. The arbitration shall occur in Dallas County, Texas unless we mutually agree to another location. Thryv shall be deemed to have been provided in Texas. The arbitration hearing shall be held within six (6) months after the filing

of the arbitration demand with the American Arbitration Association. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. You and we agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. However, the Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including, but not limited to, a claim that all or any part of this Agreement is void or voidable.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude either party from seeking action by federal, state, or local government agencies. You and we also have the right to bring qualifying claims in small claims court. In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with this Agreement, nor a waiver of the right to have disputes submitted to arbitration as provided in this Agreement.

Neither you nor we may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or our individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator may award in the arbitration the same damages or other relief available under applicable Law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a "public injunction" and any such "public injunction" may be awarded only by a federal or state court. If either party seeks a "public injunction," all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a "public injunction" in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party's claim or prayer for "public injunctive

relief.” In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms and Conditions will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms and Conditions. This Section of the Terms and Conditions will survive the termination of your relationship with us.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

21. Your Content. “**Client Content**” means content you, or any person(s) using your Account, supplies or makes available to us for publishing, posts directly, or asks us to use in Thryv or any Solution. You grant us, our third-party service providers and their third-party providers, as applicable, a perpetual, royalty-free, sub-licensable, non-exclusive, fully-paid, worldwide, irrevocable right and license to store, use, copy, record, modify, display, publish, publicly perform, distribute (in any form or media), transmit by any means, and create derivative works from the Client Content in relation to Thryv or any Solution. As a SaaS service provider, we will not use, retain or disclose your Client Content without your consent or for any other purpose except to provide you Thryv or any Solution, including for any commercial purpose of ours outside of our direct business relationship with you, although we may use de-identified or aggregated and anonymized information or metrics about your use of or engagement with Thryv or any Solution for our internal analytical purposes and/or to improve our services. To the extent you include or incorporate any materials in your Client Content that are or may be subject to a third-party copyright, trademark or other intellectual property or publicity right, you certify that you have the relevant permissions and consents to use such materials in a promotional context and to pass on such rights to us. You are solely responsible for the Client Content and will produce and deliver all Client Content in accordance with our then current guidelines, procedures, technical requirements, and deadlines. If you fail to comply, we may cancel or suspend your affected Thryv features. Without limiting the forgoing, you represent that the Client Content (i) shall be true and accurate to the best of your knowledge, and (ii) is not defamatory, offensive, obscene, indecent, or otherwise unlawful or objectionable. We may refuse to accept or transmit Client Content for any reason. We may remove Client Content from Thryv for any reason.

22. Our Rights in Content/Copyright/Trademarks; Publicity. If we create or supply any content for your use with Thryv, the content we create is our sole and exclusive property (“**Thryv Content**”), except for included Client Content and any content we license from a third party. You understand that we may supply such Thryv Content or similar content to our other clients. You agree that you have no right to use Thryv Content apart from Thryv without our written permission. You also agree that to the extent you permit us, including orally or by posing for a photo, to record your likeness and/or voice in any medium, then you grant us the right to edit, use, publish, distribute, or display your likeness and/or voice, in whole or in part, for any lawful purpose in relation to Thryv or your purchase or use of Thryv, in any manner and medium, including but not limited to, advertising, publicity or promotional material online and in print. You agree that we own the copyright in, and all copyrighted portions of the Thryv service. You agree not to use or alter any trademark, trade name, trade dress or any name, picture or logo that is commonly identified with us or our affiliates unless permission is granted by us in writing. You agree that: (i) we may truncate, edit, refuse, reject or exclude from any use in connection with the Solutions any content we obtain or links we establish under the licenses you grant us herein; (ii) we may modify, expand, or utilize data within, augment content from, or add links to your Solutions to develop searchable and user value-add data that may appear in response to searches by end users; (iii) we and our contractors may use search algorithms and other methods to map end user search terms to categories and keywords that you select; and (iv) the search terms in response to which your Solutions may appear on the Internet may differ from the specific categories and keywords that you selected.
23. Client’s Representations. You represent and warrant that: (i) you have the unrestricted right to use, and to grant the licenses you grant in this Agreement with respect to, all Client Content and that your licensing of Client Content to us will not infringe any third party copyright or trademark rights; (ii) you and your Authorized Users will comply with all applicable Laws and you and any individuals having access to your Account have all required licenses to provide the goods and services you advertise in all applicable jurisdictions; (iii) you and your Authorized Users have not made any false or misleading claims in Client Content or any communications via Thryv; (iv) in the event you use third-party social media logos or other membership organization’s branding in your advertisement(s) or communications, you are and will remain a member in good standing of each social media platform or membership organization represented with logos and/or branding in your advertisement(s) or website, in accordance with the rules and/or terms and conditions of such platforms or organizations; (v) you and your Authorized Users will comply with our digital privacy policy and terms of use as applicable (vi) you and your Authorized Users have not requested, and will not use, Thryv for any unlawful purpose or business; (vii) you have not violated any contractual or legal obligation by entering into the Agreement and requesting us to provide the Thryv services to you; (viii) you are or are authorized to represent the business identified in your Account profile; and ix) and all contacts you and your Authorized Users provide us for Thryv have opted into all relevant forms of communication in

compliance with all Laws (collectively, your “**Client Representations**”). **You will notify us immediately if any of the above becomes inaccurate.**

24. Indemnification. To the maximum extent permitted by applicable Law, you agree to defend, indemnify and hold us and our agents, representatives, employees, and affiliates harmless from any liability or costs, including attorneys’ fees and expenses, resulting from: (a) any breach of a Client Representation; (b) your or your Authorized Users failure to comply with all Laws; (c) any act, omission or fault of you, your Authorized Users, or your employees, agents or contractors in connection with your use of Thryv; (d) any claim that the Client Content or other information provided by you or your Authorized Users violates any applicable Law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right; (e) any communication sent through your Account or your or your Authorized Users collection or use of any information obtained through Thryv; (f) any transactions initiated through Thryv and any payment processing services. You will continue to be obligated by this Section even after the termination of the Agreement. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense.
25. Governing Law and Jurisdiction. You agree that the Agreement will be governed by Texas law. Exclusive venue and jurisdiction for all claims and disputes that are not subject to arbitration pursuant to Section 20 will be in the state and federal courts located in Tarrant County, Texas.
26. Entire Agreement. This Agreement constitutes the entire agreement between you and us and supersedes all prior agreements and representations, whether express or implied, written or oral, with respect to Thryv. You agree not to include any limiting endorsement on a check or other form of payment, and we may cash a check containing a limiting endorsement or accompanied by any limiting instruction without affecting your obligations or our rights. Neither you nor any of your employees or agents are authorized to change or add to the Agreement or any other documents that are part of the Agreement in any way, and any purported change or addition, whether oral or written, is void. No additional statement, promise or guarantee by any purported representative of ours outside the terms of this Agreement, except as made in a duly signed, written amendment, shall create any binding obligation on us.
27. Assignment. The Agreement is binding on you and your successors. We may assign the Agreement, but you may not do so without our prior written consent.
28. Miscellaneous: Unenforced Rights. Except as otherwise set forth in the Agreement, neither you nor we will lose any of our rights under the Agreement, even if you or we do not enforce a right or delay in enforcing a right.
29. Force Majeure. Neither party will be liable for any damages arising from acts of God or events outside of that party’s reasonable control. Severability. If any provision of the Agreement is found to be unenforceable, the rest of the Agreement will remain in full force and effect.

30. Electronic Signature. You agree that your acceptance of these Terms and Conditions, given electronically, will have the same legal effect as if the Terms and Conditions had been personally signed in writing by you. Our imaged copy of these Terms and Conditions will be deemed a duplicate original for evidentiary purposes.
31. **Contact by Us.** Following the acceptance of these Terms and Conditions, if you have provided a phone number, mobile phone number and/or email address for contact purposes, you consent to receiving commercial and transactional telephonic or electronic correspondence from us at such number or address via phone call, facsimile, email or text, including via auto-dialer or recorded message. To opt out of such communications, follow opt-out or unsubscribe instructions included in the text message or email, or contact Client Care at 844-339-6334. You agree that telephone conversations between you and us or our agents may be monitored and/or recorded. If your Contracting Party is not Thryv, Inc., you acknowledge and agree that Thryv, Inc. may correspond with you on behalf of your Contracting Party.
32. **Use of Thryv Outside the United States of America.** If you are not a US-based company and/or intend to use Thryv with/for customers outside of the US, the terms in this Section apply to you based on your country or territory or the country or territory in which your customers are located.
- a. You represent that you have the authority to enter into the Agreement, are an authorized representative of a business entity authorized to conduct business by the country in which it operates, and that your business is not engaged in marketing or providing services of an “adult” nature, pharmaceuticals, marijuana-related products or services, or guns/firearms-related services, for which you wish to utilize Thryv.
- b. Packages. The Packages described in Section 2 of these Terms and Conditions may not be available to you. Packages for specific non-US countries or territories are limited to the following:

Australia

Thryv Package Options

Barbados:

Thryv Package Options

Canada:

Thryv Package Options

Cayman Islands:



## Thryv Package Options

- c. Legal Effect. This Agreement describes certain legal rights. You may have other rights under the laws of your country. This Agreement doesn't change your rights under the laws of your country if the laws of your country don't permit it to do so.
33. Terms Specific to Australia. If you are an Australian company and/or you operate primarily from or in Australia or you intend to use Thryv primarily with/for customers within Australia, the terms in this Section also apply to you:
  - a. For the avoidance of doubt and notwithstanding Sections 15 and 19 above, we do not exclude warranties, guarantees or other rights which cannot be excluded by law, including under the Competition and Consumer Act 2010 (Cth) ("**CCA**"). To the maximum extent permitted by law (including the CCA), our liability for a breach of such a warranty, guarantee or other right implied by the CCA or any other law is limited, at our option, to either supplying the services again or paying the cost of having the services supplied again.
  - b. Compliance. You understand that you and your usage of Thryv must comply with all Laws related to Thryv and the included features that are applicable to your business, your business type and your business's location. This includes, but is not limited to, the Spam Act 2003 (Cth), the Privacy Act 1988 (Cth), and Copyright Act 1968 (Cth), as applicable, as well as other relevant laws and regulations governing your activities in marketing, advertising, communications and data collection and use. For the avoidance of doubt and notwithstanding Sections 15 and 19 above, you are not required to comply with the Telemarketing and Consumer Fraud & Abuse Prevention Act, Telephone Consumer Protection Act of 1991 (TCPA), and The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM) and the California Consumer Privacy Act of 2018 (CCPA) or our HIPAA Notice if these laws do not apply to you. Because you may have the capability to accept credit card payments using Thryv, you agree to comply with applicable Payment Card Industry Data Security Standards ("**PCI DSS**") and Laws with respect to all card data, and to the extent you have the capability to accept payment via ACH debit from a bank account, you agree to comply with Bulk Electronic Clearing System (BECS), as applicable. You agree that any privacy policy you adopt and notice you post to govern your collection and use of from the customer portal web pages, your Thryv Website, or otherwise via Thryv must include notice that third parties such as us will collect and process data. For your convenience, we may include a link to a generic privacy policy on the customer portal web pages, your Thryv Website, or otherwise via Thryv, which explains how personal information is managed, including personal information collected and used on the applicable web page. We do not represent that any

privacy policy we provide will comply with all of your obligations under law for your specific business, industry or location, and we may not update such privacy policy when there are changes in laws, rules, regulations, best practices, and other requirements. You agree that you remain solely responsible for your compliance with the provisions of such privacy policy and all applicable Laws. In the event you choose to use a privacy policy on your Thryv Website that you provide, we will use reasonable efforts to post such privacy policy. Without limiting anything in this Section, you represent and warrant that before making any Client Content available to us which contains patient or health information, or any other form of health record, as such terms may be defined under applicable Laws, you have obtained the patient's express written consent that you may disclose such patient's information to us for our collection, storage, use, and further disclosure in accordance with this Agreement. For the avoidance of doubt, the representation and warranty in the foregoing sentence shall be deemed a Client Representation under this Agreement.

- c. Payment Terms. Any account credits you have cannot be transferred between your Thryv account and your other Sensis accounts.
  - d. Governing Law. You agree that the Agreement will be governed by the laws of Victoria, Australia, and Section 20 of these Terms and Conditions do not apply to you.
  - e. Notices/How to Contact Us. To contact Client Care as indicated in these Terms and Conditions, please call 1-800-GOTHRV (1-800-468-479).
  - f. GST. Unless stated otherwise, all amounts or fees in relation to the Thryv do not include any GST. Where we make a taxable supply to you and the consideration for that supply does not expressly include GST, you must also pay us an amount equal to the GST payable by us. Subject to first receiving a tax invoice from us, you must pay the GST amount when you are liable to provide us with consideration.
34. Terms Specific to Canada. If you are a Canadian company and/or you operate primarily from or in Canada or you intend to use Thryv primarily with/for customers within Canada, the terms in this Section also apply to you:
- a. Complying with the Law: You understand that you and your usage of Thryv must comply with all Canadian federal and provincial laws, rules, regulations, codes and requirements, as same may be amended, restated, supplemented or replaced from time to time, related to Thryv, the Thryv Solutions and related services, applicable to your business, your business type and your business's location. This includes the *Personal Information Protection and Electronic Documents Act* (PIPEDA), other privacy legislation, the law commonly referred to as Canada's Anti-Spam Legislation (CASL) (including all guidance provided by the applicable regulators in respect of same), the *Canada Consumer Product Safety Act* (CPSA) and the Canadian Radio-television and

Telecommunications Commission's Unsolicited Telecommunications Rules (UTR), as applicable, as well as other relevant laws and regulations governing your activities in marketing, advertising, communications and data collection and use. To the extent you have the capability to accept payment via ACH debit from a bank account, you agree to comply with rules of Payments Canada as applicable.

- b. Arbitration. Section 20 of these Terms and Conditions do not apply to you. Any and all disputes, controversies or claims arising under or relating to this Agreement, including the breach, termination or invalidation thereof, shall upon written notice by either party be referred to a senior management representative from each of the parties who will confer in good faith to attempt to resolve the matter. The party sending the first written notice (the "**Initial Notice**") shall (i) set forth in detail all of its claims or issues in dispute and (ii) designate its representative. The other party shall have five (5) business days to designate its representative and add any other issues or claims for resolution not identified in the Initial Notice. The representatives shall have fourteen (14) days from the date of the Initial Notice to resolve the issues identified in the notices.

If the parties do not reach a resolution of the dispute pursuant to the above-mentioned dispute resolution mechanism within a period of twenty-one (21) business days after the circumstances giving rise to the dispute first originated or occurred, the dispute may be referred by either party to arbitration in accordance with the provisions of this Section 34(d). Judgment upon the award rendered in any such arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of such jurisdiction may require or allow.

Where any dispute is to be settled by arbitration, the dispute shall be governed by, and constitute a submission for the purposes of the Arbitration Act, 1991 (Ontario) (the "**Act**"), except as may otherwise be expressly set out in this Agreement.

To resolve any dispute by arbitration, there shall be one (1) arbitrator agreed to by the parties or, if the parties are unable to agree within five (5) days after demand for arbitration is made, selected in accordance with the Act. Any arbitrator appointed under the Act shall have at least ten (10) years of experience in complex, commercial engagements in the area that is generally the same as the issue that is the subject of the dispute.

Each party shall pay its own legal fees and one-half of all other arbitration expenses and costs, subject to final apportionment by the arbitrator. The

arbitrator shall apply the laws of Ontario and Canada as applicable and shall have the power to award any remedy available at law or in equity; provided, however, that the arbitrator shall have no power to amend this Agreement. Any award rendered pursuant to such arbitration shall be final and binding on the parties and there will be no appeal of that determination on any ground, and judgment on such award may be entered in any court having competent jurisdiction thereof. A party may recover its legal fees incurred in any such enforcement action. The language of the arbitration shall be English and the exclusive place of arbitration shall be Toronto, Ontario. The decision of the arbitrator shall be confidential, except to the extent it is necessary to enforce such decision in any court.

The parties intend, and will take all reasonable action necessary or desirable to ensure, that there be a speedy resolution to any dispute, and the arbitrator will conduct the arbitration of the dispute with a view to making a determination and order as soon as possible.

The above mentioned dispute resolution and arbitration provisions shall not apply to and will not bar litigation regarding any claims to prevent the expiry of a limitation period, or either party from seeking and obtaining from a court of competent jurisdiction any equitable, interim, or provisional relief, including a temporary restraining order or other injunctive relief, to prevent a party's material breach or non-performance, or specific performance. Either party may at any time, without inconsistency with this Agreement, seek from a court of competent jurisdiction any equitable, interim or provisional relief only to avoid irreparable injury.

- c. Privacy Policy You agree that any privacy policy you adopt and notice you post to govern your collection and use of from the customer portal web pages, your Thryv Website, or otherwise via Thryv must include notice that third parties such as us will collect and process data. For your convenience, we may include a link to a generic privacy policy on the customer portal web pages, your Thryv Website, or otherwise via Thryv, which explains how personal information is managed, including personal information collected and used on the applicable web page. We do not represent that any privacy policy we provide will comply with all of your obligations under law for your specific business, industry or location, and we may not update such privacy policy when there are changes in laws, rules, regulations, best practices, and other requirements. You agree that you remain solely responsible for your compliance with the provisions of such privacy policy and all Applicable Laws. In the event you choose to use a privacy policy on your Thryv Website that you provide, we will use reasonable efforts to post such privacy policy. Without limiting anything in this Section, you represent and warrant that before making any Client Content available to us which contains personal information, as

such term defined by PIPEDA or other applicable privacy legislation, you have obtained the individual's consent or you otherwise have the right to disclose such personal information to us for our collection, storage, use, and further disclosure in accordance with this Agreement.

- d. Governing Law and Jurisdiction. Section 25 of these Terms and Conditions do not apply to you. You agree that the Agreement and any dispute arising out of or related to this Agreement, will be governed exclusively by the laws of Ontario and applicable Canadian federal laws, without regard to its conflicts of laws rules. The United Nations Convention on the International Sale of Goods shall not apply. The provincial and federal courts located in Toronto, Ontario will have exclusive jurisdiction over any dispute arising out of or related to these Terms of Service, and each party consents to the exclusive jurisdiction of those courts.
- e. Payment and Tax: If we are required by law to collect any Canadian federal or provincial sales, use, excise, value added or similar taxes, duties, charges ("**Canadian Sales Taxes**") from you and we invoice you for such taxes in addition to the charges upon which the taxes are calculated, you will pay all such amounts to us. If any part of your Order is subject to Canadian Sales Taxes and we do not invoice you for such taxes, you shall report and pay any such applicable Canadian Sales Taxes to the proper governmental authority and shall provide reasonable proof of same upon our request.
- f. Including. References to "include" or "including" in each case shall be deemed to be followed by the words "without limitation" and the terms "include" and "including" shall not be construed to limit any general statement which they follow to the specific or similar items or matters immediately following such terms.