

ThryvPay Terminal Terms

Effective: April 4, 2023

These ThryvPay Terminal Terms (“**ThryvPay Terminal Terms**”) are entered into and made a part of the [ThryvPay Terms and Conditions](#) by and between Company and Client (collectively, the “**Agreement**”), and govern such Client’s use of a ThryvPay Terminal Product. Capitalized terms used in these ThryvPay Terminal Terms but not otherwise defined herein will have the meaning given to them in the ThryvPay Terms and Conditions. To the extent that these ThryvPay Terminal Terms conflict with the ThryvPay Terms and Conditions, these ThryvPay Terminal Terms will control, only to the extent of such conflict.

1. DEFINITIONS. As used in these ThryvPay Terminal Terms:

- 1.1. “**Client**” means the party agreeing to these ThryvPay Terminal Terms with Company, and is a person or entity that uses a ThryvPay Terminal Product that Company sells or distributes.
- 1.2. “**Company**” means Thryv Inc.
- 1.3. “**Coverage Period**” shall have the meaning set forth in Section 3.
- 1.4. “**Device EULA**” means the end user Software License Agreement, available at <https://stripe.com/legal/terminal-device-eula>.
- 1.5. “**Documentation**” means, collectively, the Stripe Terminal Documentation and the ThryvPay Terminal Documentation.
- 1.6. “**Governmental Authority**” means any federal, state, municipal, local, territorial or other governmental department, regulatory authority, judicial or administrative body, whether domestic or international, with jurisdiction.
- 1.7. “**IP Rights**” means all copyrights, patents, trademarks, trade secrets, moral rights and other intellectual property and proprietary rights.
- 1.8. “**Laws**” means all applicable laws, rules, regulations and other binding requirements of any Governmental Authority.
- 1.9. “**RMA**” shall have the meaning set forth in Section 3.
- 1.10. “**Stripe**” means Stripe, Inc.
- 1.11. “**Stripe Services**” means payment processing and other business services that are offered by Stripe, including Stripe Terminal Services.

- 1.12. “**Stripe Services Agreement**” means the agreement(s) under which Stripe provides Stripe Services to Client, available at <https://stripe.com/legal/ssa>.
 - 1.13. “**Stripe Terminal Documentation**” means the resources and documentation that Stripe makes available, directly or through Company, to Client, including the Documentation (as defined in the Stripe Services Agreement).
 - 1.14. “**Stripe Terminal Purchase Terms**” means the agreement that applies to the purchase or receipt of Stripe Terminal Products (as defined therein), including the ThryvPay Terminal Product, available at <https://stripe.com/legal/terminal-purchase>.
 - 1.15. “**ThryvPay Terminal Documentation**” means the resources and documentation that Company makes available to Client regarding the ThryvPay Terminal Product.
 - 1.16. “**ThryvPay Terminal Product**” means a hardware product, instrument or piece of equipment that Client purchases or otherwise receives from Company, which may be a physical Point of Sale (POS) device, accessory, component, or spare part, and the Terminal Device Software installed on that hardware product.
 - 1.17. “**Stripe Terminal Services**” means the payment processing services for transactions processed using a ThryvPay Terminal Product, together with other services and features that are specific to the ThryvPay Terminal Product offering as described in the Stripe Terminal Documentation, the Stripe website, or other information provided by Stripe.
 - 1.18. “**Terminal Device Software**” has the meaning given it in the Device EULA.
2. **ORDER TERMS.** Upon successfully ordering a ThryvPay Terminal Product from Company, you will be issued an order confirmation indicating acceptance of your order. Except as provided herein, the ThryvPay Terminal Product is a third party offering made available by Stripe. In addition to the terms contained herein, if you purchase or otherwise receive a ThryvPay Terminal Product, you also agree to the Stripe Terminal Purchase Terms, the Stripe Services Agreement, and the Device EULA.
 3. **WARRANTY.** If, during the first twelve (12) months after the date you receive your ThryvPay Terminal Product (the “**Coverage Period**”), your ThryvPay Terminal Product does not operate substantially in accordance with the Documentation, then Company will, at no additional charge to you, replace your ThryvPay Terminal Product with a new or refurbished ThryvPay Terminal Product (as determined by Company), provided that you: (a) promptly contact Company and request a return material authorization (“**RMA**”), and (b) return the malfunctioning ThryvPay Terminal Product to the location specified by Company within ten (10) calendar days of the issuance of the RMA. This Section 3 will apply to the replacement of ThryvPay Terminal Product(s) that you receive from Company for the remainder of the Coverage Period for your original ThryvPay Terminal Product. This Section

3 describes Thryv's sole obligation, and your exclusive remedy, if the ThryvPay Terminal Product does not operate in accordance with the Documentation.

4. **PAYMENT.** You agree to the payment and shipping terms stated on any order form for the ThryvPay Terminal Product. Except as specified below in Section 5, all payments are non-cancelable and all fees paid are non-refundable.
5. **REFUND.** If you are not satisfied with the ThryvPay Terminal Product that you purchased from Company, you may contact us for an RMA within thirty (30) calendar days after receiving your ThryvPay Terminal Product. The ThryvPay Terminal Product must be returned to Company within ten (10) calendar days of the issuance of the RMA. If you complete the satisfactory return of the ThryvPay Terminal Product, you will be refunded your purchase price for the ThryvPay Terminal Product.

6. **SUPPORT SERVICES.** As part of your ThryvPay Terminal Product order, you will have access to ThryvPay Support as described in the ThryvPay Terms and Conditions.

7. **USER OBLIGATIONS.**

7.1. **General Obligations.** For each ThryvPay Terminal Product that Client purchases or otherwise receives from Company, Client represents as of the date of receipt, and warrants during the period of time that it owns or controls that ThryvPay Terminal Product, that it will:

- 7.1.1. only purchase or otherwise request the ThryvPay Terminal Product for Client's own use, and will not resell, rent, lease or distribute the ThryvPay Terminal Product to any third party, or allow any third party to use the ThryvPay Terminal Product;
- 7.1.2. ensure that its use of the ThryvPay Terminal Product in connection with the Stripe Services is in compliance with the terms of the Stripe Services Agreement;
- 7.1.3. ensure that only competent, trained employees (or persons under their supervision) are allowed to operate or use the ThryvPay Terminal Product and that adequate security measures are put in place to safeguard the ThryvPay Terminal Product, including data collected by and held on the ThryvPay Terminal Product;
- 7.1.4. if Client ships the ThryvPay Terminal Product, package the product appropriately and sufficiently to avoid damage caused in transit as a result of insufficient packaging;
- 7.1.5. only use the ThryvPay Terminal Product for the purpose for which it is provided and in accordance with all relevant Stripe Terminal Documentation; and

7.1.6. use the ThryvPay Terminal Product in compliance with all Laws, which may include domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, data-protection, anti-spam and false advertising.

7.2. **Restrictions.** For each ThryvPay Terminal Product that Client purchases or otherwise receives from Company, Client represents as of the date of receive, and warrants during the period of time that it owns or controls that ThryvPay Terminal Product, that it will not, and will not allow any other person or entity to:

7.2.1. use the ThryvPay Terminal Product in any country other than the country to which that product was shipped by or on behalf of Company, except as Company otherwise expressly approves in writing;

7.2.2. if the ThryvPay Terminal Product is registered to a location, move the ThryvPay Terminal Product to a new location without registering the device to its new location and downloading the local device configuration;

7.2.3. represent, or use any technical measures in an attempt to represent, that the ThryvPay Terminal Product is located in a place other than its actual physical location;

7.2.4. use the ThryvPay Terminal Product to enable Client or any other person or entity to benefit from any activities expressly prohibited by Stripe, including those activities described in the Stripe Restricted Business List located at [https://stripe.com/\[country code\]/restricted-businesses](https://stripe.com/[country code]/restricted-businesses) (where [country code] is the two letter code for the country to which the ThryvPay Terminal Product was shipped to Client by or on behalf of Company);

7.2.5. use the ThryvPay Terminal Product for non-commercial use (including personal, family, or household use);

7.2.6. copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the ThryvPay Terminal Product, except as expressly permitted by applicable Laws;

7.2.7. work around any of the technical limitations implemented in the ThryvPay Terminal Product or enable functionality that is disabled or prohibited;

7.2.8. reverse engineer or attempt to reverse engineer the ThryvPay Terminal Product except as expressly permitted by Laws;

7.2.9. perform or attempt to perform any action that would interfere with the normal operation of the ThryvPay Terminal Product;

7.2.10. use the ThryvPay Terminal Product, directly or indirectly, in any fraudulent or potentially fraudulent manner; or

7.2.11. ship the ThryvPay Terminal Product outside of the country to which the product was shipped to Client by or on behalf of Company.

- 8. UNAUTHORIZED OR ILLEGAL USE.** If Stripe or Company suspects or knows that any ThryvPay Terminal Product is used (a) for unauthorized, fraudulent, or any other illegal purpose, or (b) in a manner that exposes Client, Company, Stripe, or others to risks unacceptable to Company, then Stripe or Company, as applicable, may limit or disable the functionality of the ThryvPay Terminal Product until Client demonstrates to Stripe's or Thryv's, as applicable, reasonable satisfaction that Thryv's suspicion was unfounded, or Client provides Stripe or Company, as applicable, with sufficient assurances that the unacceptable use has been appropriately mitigated and will not recur.
- 9. OWNERSHIP.** As between Client on the one hand and Stripe on the other hand, Client agrees that Stripe and its licensors exclusively own all rights, title and interest, including all IP Rights worldwide (whether registered or unregistered and including rights to use), in and to the ThryvPay Terminal Products, including all modifications and improvements to the ThryvPay Terminal Products.
- 10. TERMINAL DEVICE SOFTWARE.** Notwithstanding anything to the contrary in these ThryvPay Terminal Terms: (a) the Terminal Device Software is licensed under the Device EULA, not sold by Company under these ThryvPay Terminal Terms; and (b) no ownership rights in the Terminal Device Software are transferred to Client under these ThryvPay Terminal Terms.
- 11. INCORPORATION OF THE THRYVPAY TERMS AND CONDITIONS.** You acknowledge that these ThryvPay Terminal Terms are hereby incorporated into the ThryvPay Terms and Conditions and are therefore part of the Agreement. Any dispute or claim arising from or relating to these ThryvPay Terminal Terms, the ThryvPay Terminal Product and/or the Terminal-Related Services is subject to the warranties and disclaimer, limitations and exclusions of liability, governing law and all other terms in the ThryvPay Terms and Conditions. Any conflicts between the ThryvPay Terms and Conditions and these ThryvPay Terminal Terms will be resolved in favor of these ThryvPay Terminal Terms.