

Terms and Conditions

Updated January 27, 2020

Welcome to SyncSM powered by Thryv (“Sync”), an online listing management service that also integrates with a limited version of our CRM system to manage customer contact information with an inbox for customer communications, and can also integrate with an Add-On lead-generating marketing program, a professionally-designed website with or without SEO, and/or a custom business logo, to allow you to manage these aspects of your business from a single hub. These Sync Terms and Conditions, the Solutions Terms noted below, and our Privacy Policy located at <https://corporate.thryv.com/privacy/> make up the agreement between you and us regarding your purchase of Sync and any Add-On Solutions (the “Agreement”). By purchasing Sync, creating and registering for a Sync account (an “Account”), and/or by using any feature of Sync, you acknowledge that you have read, understand and agree to be bound by the Agreement. Changes to the Sync Terms and Conditions, including 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 Sync or the affected Solution or feature. You represent that you have the authority to enter into the Agreement, 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, 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 Sync. You also acknowledge that Sync is not intended for use outside the United States of America and agree that you will not use Sync outside the US or with/for any non-US-based Customers.

1. Definitions. Defined terms are:

- a. “You” or “your” means the individual or business entered as the Account owner during Account registration.
- b. “We,” “us” or “our” means Thryv, Inc.- the provider of Sync – and our subsidiaries and our third-party vendors who support Sync.
- c. “Order” means your initial purchase of Sync and any Add-On Solutions, and any subsequent purchases or upgrades of Sync and/or Add-On Solutions and/or related services made using your Account.
- d. “Sync” is a platform and service that provides synchronization of your business’s listings across 60+ publisher sites (online listing management), a limited CRM system to manage customer contact information, and an inbox for customer communication, plus several available add-on options to enhance your online presence and/or generate leads for your business.
- e. “Subscription Period” is the amount of time Sync is provided to you, which may be divided into sub-periods or terms as provided in Section 4 below.
- f. “Solution(s)” mean the individual functionalities and modules included with your Sync package, or purchased in conjunction with your Sync 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.

2. Packages. Please click on the link below to view Sync package details and enhancements or add-ons available for an additional one-time or monthly fee. Not all packages are available in all markets or sales channels. 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.
 - [SyncSM powered by Thryv Features](#)
3. 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:
 - [Customer Management \(CRM\)](#)
 - [Online Listings Management](#)
 - [Website](#)
 - [SEO](#)
 - [Logo](#)
 - [Thryv Leads \(where available\)](#)

The Solutions Terms apply to your access and use of any of the above Solutions, whether originally included in your Sync package, added later as an Add-on, or subsequently provided to you as part of enhancements by us to the Sync platform/service. We will endeavor to provide you prior notice of the removal of any material feature of Sync or your Sync 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 to your Sync package.

4. Term. Unless otherwise specified and agreed to in writing by us at the time of purchase or upgrade, your initial Subscription Period for Sync 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. 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 Sync Subscription Period. If you purchase the Thryv Leads add-on, however, which pre-requires Sync, your Subscription Period for Sync will automatically be set or extended as necessary to make it coterminous with your Thryv Leads Solution term.
5. Cancellation/Termination/Suspension. You may cancel Sync or any 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 Sync (“**Termination**”) at least 30 days prior to the beginning of your next Subscription Period (“Termination”). Cancellation or Termination requests must be submitted as described in Section 14 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 Sync services and Solutions until payment is received, and you remain responsible for all accrued charges. We may cancel all or any Sync feature 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 Sync, (c) that your right to access and use Sync immediately ends, and (d) that we reserve the right (but have no obligation) to delete all of your information and Account data stored on our servers. You acknowledge and agree that 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.

6. 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 Sync or Add-on Sync 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 Sync, except as otherwise provided in your Sync 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.
7. 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 monthly or semi-annual recurring charges for Sync, plus applicable taxes, 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 payments or offset payments from you, or monies owed to you, toward amounts owed under the Agreement or any other amounts you owe us.
8. 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.
9. Usage and Right of Access. We grant you a non-exclusive, non-transferrable, limited, and revocable right to access and use Sync solely through your valid Account(s) in accordance with all terms and limitations of this Agreement and any documentation we provide about Sync features and functionality. You agree that you will not use or attempt to use Sync for any other purpose. Among other things,

you will not modify, improve, reverse engineer, decompile, disassemble, copy, merge, reroute or create derivative works of or in Sync. You agree that you will not allow another person to use your Account or Account credentials (user name, password, etc.) to access or use Sync under any circumstances (note: you should not need to provide your Account credentials (password you use to log in) to any of our personnel in order to obtain customer service or support). 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.

10. Security of Passwords/Account Transactions. You are entirely responsible for maintaining the confidentiality of your Account and any passwords or other Account credentials, 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 password users and you agree that **the conduct of any password 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 password or deny you or any password 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 any threat to the security or integrity of our systems associated with your Account.
11. Operational Limits and Changes. You acknowledge that certain Sync 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., SEO, Text Marketing, Listings Management, Thryv Leads) for certain types of businesses. More information about business-type limitations is available in the Sync 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 Sync or a Solution. 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 Sync, 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 Sync. We will make reasonable efforts to keep the Sync 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.

- 12. Complying with the Law. You understand that you and your usage of Sync must comply with all applicable laws, rules, regulations, codes and requirements, as well as amendments to these laws, rules, regulations, codes and requirements (the “Laws”) related to Sync 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, 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), 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 Sync 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 Sync. We discourage the use of Sync, including any 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 Sync, you understand that Sync 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 Sync, including any Solution, to upload, communicate, store or solicit any sensitive personal data, and we disclaim any liability therefor. **You understand that, unless you have separately signed a Business Associate Agreement (“BAA”) with us, the standard Sync 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 Sync absent a BAA with us, you do so without our knowledge or consent and at your own risk.** If you have and use the capability to accept credit card payments using an Add-On to Sync, 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 Sync customer portals and that our collection and use of such data is subject to our Privacy Policy,**

available at www.corporate.thryv.com/privacy. You agree that any privacy policy you adopt and notice you post to govern your collection and use of data from a customer portal web page, your Sync Website or otherwise via Sync must include notice that third parties such as us will collect and process data. For your convenience in complying with privacy-related Laws, we may offer a sample, template privacy notice that you may adopt, customize or draw from to draft your own privacy policy and notice. This model document is for informational purposes only and should not be considered or relied upon as legal advice or legal documentation. We do not represent that any sample privacy notice will comply with all of your obligations under law for your specific business, industry or location, and we may not update such sample privacy notice 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 notice and all applicable Laws.

13. 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 (v) 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 Sync 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 Sync 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.
14. Notices/How to Contact Us. All notices must be in writing and sent by going to 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 Sync or Sync Solutions, please call Client Care at 844-339-6334.
15. Limitation of Liability/Disclaimers. We are not responsible for any claim that arises between your customers and you related to use of Sync. If you experience issues with your use of Sync 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. We will have no liability with respect to any services or features provided to you at no cost. **The total aggregate liability for us and our affiliates for errors, negligence, any breach of this Agreement, and any other cause of action or wrongful act is limited to the amount you have paid under your Account for Sync prior to any claim. We are not liable for consequential damages, punitive damages, incidental damages, or damages for harm to**

business, lost revenues, profits, or goodwill, or any other special damages, whether the claim is based on negligence, breach of contract or express or implied warranty, strict liability, misrepresentation, statute, tort, or any other theory of recovery, even if you or we knew such damages could or may result. We disclaim any obligations, representations, or warranties, whether express or implied, that are not expressly set forth in the Agreement including any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, we do not warrant and you expressly disclaim any reliance on any statements or representations, including estimates, not contained in the Agreement. The limitations in this Section shall apply notwithstanding any failure of essential purpose under this Agreement. We are not liable to you for any deviation from or change in our policies, practices, and procedures.

16. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration. **In any legal proceeding relating to this Agreement, the parties agree to waive any right they may have to participate in any class, group, or representative proceeding and to waive any right they may have to a trial by jury.** Any claim, controversy, or dispute that arises under or relates to this Agreement (other than claims to collect amounts you owe), including any dispute regarding Sync will be referred by the aggrieved party to **binding arbitration under the Commercial Rules of the American Arbitration Association (AAA). The arbitration shall occur in Dallas County, Texas unless we mutually agree to another location. Sync shall be deemed to have been provided in Texas. The arbitration hearing shall be held within 6 months after the filing of the arbitration demand with the AAA.**
17. Your Content. “Client Content” means content you, or any person(s) using your Account login, supplies or makes available to us for publishing, posts directly, or asks us to use in Sync 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. 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 Sync features.
18. Our Rights in Content/Copyright/Trademarks; Publicity. If we create or supply any content for your use with Sync, 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 Sync 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 Sync or your purchase or use of Sync, 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 Sync 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.

19. 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 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 advertised in all applicable jurisdictions; (iii) you have not made any false or misleading claims in Client Content or any communications via Sync; (iv) in the event you use third-party social media logos or 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 will comply with our digital privacy policy and terms of use as applicable (vi) you have not requested, and will not use, Sync 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 Sync services to you; (viii) you are or are authorized to represent the business identified in your Account profile; and ix) and all contacts you provide us for Sync have opted into all forms of communication in compliance with all Laws (collectively, your "Client Representations"). **You will notify us immediately if any of the above becomes inaccurate.**
20. Indemnification. 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 failure to comply with all Laws; (c) any act, omission or fault of you or your employees, agents or contractors in connection with your use of Sync; (d) any claim that the Client Content or other information provided by you 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 you send through Sync or your collection or use of any information obtained through Sync; (f) any transactions initiated through Sync and any payment processing services. You will continue to be obligated by this Section even after the termination of the Agreement.

21. 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 16 will be in the state and federal courts located in Tarrant County, Texas.
22. 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 Sync. 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 our employees or agents is 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 Thryv, Inc. outside the terms of this Agreement, except as made in a duly signed, written amendment, shall create any binding obligation on Thryv, Inc.
23. Assignment. The Agreement is binding on you and your successors. We may assign the Agreement, but you may not without our prior written consent.
24. 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. 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.
25. 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.
26. **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 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.**