

Enterprise Terms and Conditions

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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. These Thryv Enterprise Terms and Conditions and the Thryv Solutions Terms noted below, as applicable (the "**Enterprise Terms**"), govern your access to and use of Thryv as made available to you by our Enterprise Partner. By accessing the Thryv account for your business location ("Account"), and/or using any features of Thryv, you acknowledge that you have read, understand and agree to be bound by these Enterprise Terms. Changes to the Thryv Enterprise Terms and Conditions, including Thryv Solutions Terms (below), will be posted online and accessible via <https://corporate.thryv.com/thryv-terms/> 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. You represent that you have the authority to agree to these Enterprise Terms, 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 Thryv. You also acknowledge that Thryv is not intended for use outside the United States of America and agree that you will not use Thryv 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 location entered as the Account owner during Account creation/registration.
- b. "We," "us" or "our" means Thryv, Inc., the provider of Thryv – and our subsidiaries and our third-party vendors who support Thryv.
- c. "Enterprise Partner" means the entity that purchased your Thryv package from us for your use.
- d. "Thryv" is cloud-based software as a service ("SaaS") that allows you to run specific aspects of your business through its technology and, depending on your package, 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.
- e. "Solution(s)" mean the individual functionalities and modules that may be included with your Thryv package, as more fully described in the terms linked to from the list in Section 2 below.

2. Packages and Thryv Solutions Terms. A list and description of the specific features included in your Thryv Package will be provided to you by the Enterprise Partner. Specific terms for each Solution in your package, as applicable, are located at the following:

- [Customer Management \(CRM\)](#)
- [Online Listings Management](#)
- [Reputation Management](#)
- [Sales Features](#)
- [Social Media Services](#)
- [Website](#)
- [SEO](#)
- [Video](#)
- [Logo](#)
- [Thryv Leads \(where available\)](#)

- [ThryvPay](#)
- [Domain Based Gmail®](#)

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 or Enterprise Partner 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.

3. 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 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. We disclaim all liability for the functionality of any Third-Party Provider applications and, unless otherwise expressly provided, for their interoperability with Thryv.

4. Cancellation/Termination/Suspension. Any termination of your Thryv will be handled by the Enterprise Partner as per their terms for termination, and must be communicated to us by the Enterprise Partner. We may cancel all or any Thryv product or Solution in your package at any time and for any reason (even if previously approved) and we have the right to terminate your Account if you violate these Enterprise Terms, 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 these Enterprise Terms 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 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.
5. Usage and Right of Access. We grant you 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 these Enterprise Terms and any documentation we provide about Thryv features and functionality. You agree that you will not use or attempt to use Thryv 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 Thryv. You agree that you will not allow another person to use your Account or Account credentials (user name, password, etc.) to access or use Thryv under any circumstances, except for authorized User accounts (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). A specific number of User Account credentials is included in your Thryv package, and, depending on your package, you may be allowed to add additional User Account credentials for additional authorized users within your business as an add-on. You acknowledge and agree that the Enterprise Partner who purchased and/or provided your Thryv may access your business location's Thryv account at any time and for any reason, subject to applicable terms between you and Enterprise Partner, if any, and you agree that we may provide Enterprise Partner any necessary credentials to access your business location's Thryv account and provide any reporting that Enterprise Partner requests from us in relation to your business location's account or your Thryv usage metrics. 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.

6. Security of Passwords/Account Transactions. You are entirely responsible for maintaining the confidentiality of your Account and any passwords or other Account credentials, including those for a User Account 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.
7. 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) 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. 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.
8. Complying with the Law. **You understand that you and your 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), 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 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 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 which is 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 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 in complying with privacy-related Laws, we may offer a sample, template privacy

policy 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.

9. Our Rights/Remedies. If you fail to meet any obligation under these Enterprise Terms 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) remove, suspend, or modify your Account access; (ii) suspend or terminate your Account without liability; and (iii) 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.
10. How to Contact Us. For questions about these Enterprise Terms or your Thryv or Thryv Solutions, you may contact us by going to www.corporate.thryv.com/contact-us and completing the requested information in the “Send us a Message” section, or please call Thryv Support at 844-998-4798.
11. Limitation of Liability/Disclaimers. We are not responsible for any claim that arises between your customers and you or between you and Enterprise Partner related to your use of Thryv. **The total aggregate liability for us and our affiliates for errors, negligence, any breach of these Enterprise Terms, and any other cause of action or wrongful act is limited to \$100. 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 these Enterprise Terms 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 these Enterprise Terms. The limitations in this Section shall apply notwithstanding any failure of essential purpose under these Enterprise Terms. We are not liable to you for any deviation from or change in our policies, practices, and procedures.

12. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration. **In any legal proceeding relating to these Enterprise Terms, 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 these Enterprise Terms (other than claims to collect amounts you owe), including any dispute regarding Thryv 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. Thryv 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.**
13. 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 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.
14. 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 you 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.

15. Client's Representations. You represent and warrant that: (i) you have the unrestricted right to use, and to grant the licenses you grant in these Enterprise Terms 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 you advertise in all applicable jurisdictions; (iii) you 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 will comply with our digital privacy policy and terms of use as applicable (vi) you 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 agreeing to these Enterprise Terms 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 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.**

16. 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 Thryv; (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 Thryv or your 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 these Enterprise Terms.

17. Governing Law and Jurisdiction. You agree that these Enterprise Terms will be governed by Texas law. Exclusive venue and jurisdiction for all claims and disputes that are not subject to arbitration pursuant to Section 12 will be in the state and federal courts located in Tarrant County, Texas.
18. Entire Agreement. These Enterprise Terms constitute the entire agreement between you and us and supersedes all prior agreements and representations, whether express or implied, written or oral, with respect to your access to and use of Thryv. Neither you nor any of our employees or agents are authorized to change or add to these Enterprise Terms or any other documents that are part of these Enterprise Terms 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 these Enterprise Terms, except as made in a duly signed, written amendment, shall create any binding obligation on Thryv, Inc.
19. Assignment. These Enterprise Terms are binding on you and your successors. We may assign these Enterprise Terms, but you may not do so without our prior written consent.
20. Miscellaneous: Unenforced Rights. Except as otherwise set forth in these Enterprise Terms, neither you nor we will lose any of our rights hereunder, even if you or we do not enforce a right or delay in enforcing a right.
21. Force Majeure. Neither party will be liable for any damages arising from acts of God or events outside of that party's reasonable control.
22. Severability. If any provision of these Enterprise Terms is found to be unenforceable, the rest of these Enterprise Terms will remain in full force and effect.
23. Contact by Us. **Following the acceptance of these Enterprise Terms, if you have provided a phone number, mobile phone number and/or email address for contact purposes, you consent to receiving 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 Thryv Support at 844-998-4798. You agree that telephone conversations between you and us or our agents may be monitored and/or recorded.**