

Keap®
Terms and Conditions

Last Updated: May 1, 2025

If you ordered Keap Subscription Services, you agree to the following additional Terms and Conditions as a supplement to your Thryv Platform Services Terms and Conditions, the terms of which are incorporated herein by this reference. Unless otherwise agreed in writing, the initial minimum Subscription Period of your Keap Subscription Services will be six (6) months, and thereafter it will automatically renew on a month-to-month basis until terminated in accordance with the Thryv Platform Services Terms and Conditions. Capitalized terms used but not defined in these Terms and Conditions will have the same meaning given in the Thryv Platform Services Terms and Conditions.

1. **Keap Subscription Services.** Keap Subscription Services are designed to assist you in managing your business's customers and prospects/leads (collectively, "**Customers**") through the use of a customer records list and various other tools to help you communicate and exchange information with Customers. Keap Subscription Services may provide you the opportunity to schedule appointments, exchange and store documents, and promote your products and services ("**Client Products**") through the use of email and SMS text marketing, and the ability to allow certain numbers of your staff or others in your business to access your Account through their own Account Credentials. You and Customers are both users of the CRM Service and are herein after referred to collectively as "**Users**." Keap Subscription Services may also provide you access to tools that will enable your business to (i) accept payments from Customers either online or in person via a mobile device or other hardware, depending on the provider, and (ii) automate your communications with your Customers.
2. **Domain-Based Email.** A domain-based email is required to establish your Keap Subscription Services Account. You may purchase domain-based Gmail™ email services from us as an additional Subscription Service, or you may provide a domain-based email that you acquire via a third-party service.
3. **Your Use of the Keap Subscription Services.** As applicable, you agree and represent that you will honor the reservations or appointments made by Customers through Keap Subscription Services or will communicate with them in advance to reschedule or otherwise resolve any conflicts with the Customer. You are solely responsible for all customer service issues relating to your use of Keap Subscription Services and for all marketing or other interactions with Customers related to your Client Products.

You will not use Keap Subscription Services to engage in any fraudulent or illegal marketing activities. We reserve the right to remove or reclaim any Customer facing username used for marketing or communication purposes within your Account if we believe, in our sole discretion, the username is inappropriate, offensive or confusing or potentially violates the rights of a third party (such as when a trademark owner provides notice that a username is similar to their trademark and the username does not closely relate to the User's actual name or trademark rights).

We cannot guarantee it, but we will make commercially reasonable efforts to keep Keap Subscription Services and its features safe and spam free. In order to help us do so, you agree not to:

- send or otherwise post unauthorized commercial communications (such as spam texts or emails) through Keap Subscription Services;
- collect Users' content or information, or otherwise access Keap Subscription Services, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission;
- engage in unlawful multi-level marketing, such as a pyramid scheme;
- upload viruses or other malicious code;
- solicit login information or Account credentials or access an account belonging to someone else;
- bully, intimidate, or harass any User;
- post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence;
- develop, advertise or otherwise market alcohol-related or other mature content;
- use the Keap Subscription Services to do anything unlawful, misleading, malicious, or discriminatory;
- do anything that could disable, overburden, or impair the proper working of the Keap Subscription Services, such as a denial-of-service attack; or
- facilitate or encourage any violations of these Keap Terms and Conditions.

You acknowledge and agree that certain Laws and the policies of certain carriers and other third-party service providers may limit the types of businesses or content that may be transmitted via SMS Text message or email. For example, text marketing messages may not contain any content related to S(ex or adult services), H(ate or hate speech), A(lcohol, including beer and wine), F(irearms or other weapons), T(obacco or vaping) (SHAFT). You agree to abide by these Laws and any policies we make available in the Keap Subscription Services, and we reserve the right to limit your future access to the Keap Subscription Services if you do not comply.

4. **Payments.** You understand and acknowledge that the payment capabilities available with the Keap Subscription Services may require you to download a mobile application on your mobile phone or install a payment widget on your business website or use external hardware. You also acknowledge that use of these payment tools to accept payments will require the additional services of a third-party payment processor and may require you to agree to separate terms and conditions with such third-party provider in order to access and use such payment features. You agree to comply with any such third-party terms and conditions. You acknowledge and agree that the terms and conditions of these third-party services may limit or restrict their use by businesses of certain types for various reasons, and that these restrictions are not within our ability to control. You agree that we shall have no liability for your inability to register or use any third-party payment processing services. You also understand that these third-party payment processing services may incur a per-transaction and/or other charges if used by you to accept payments from Customers and you agree to pay such processing fees to the third party, which fees may be automatically deducted from the amount of each payment accepted via the third-party payment services. Any exchange of data between you and the payment processor or any collection of Customer data by the payment processor is subject to the third-party payment processor's terms and data privacy and security policies. We are not responsible for any third-party services and will not bear any liability arising from your use of or inability to use such third-party payment services, including any fees, losses, disputes, delays, up-time, availability, accuracy, collections, data loss or breach, or functionality issues.
5. **Estimates and Invoices.** Keap Subscription Services includes the ability for you to generate, send out and manage estimates and invoices for your Client Products. Template estimates and invoices are provided in the Keap Subscription Services for your convenience only, with template/standard disclaimer or terms language, but you understand that you are solely responsible for: (i) the content and nature of all communications and offers provided by you to Customers, (ii) customizing the estimate and invoice templates to apply to your business and industry, and (iii) compliance with all applicable laws, rules and regulations.
6. **Coupons and Discount Codes.** Regarding any coupons and/or discount codes (together "Offers") you create and/or distribute via Keap Subscription Services, you agree honor any commitment you make to Customers in any Offers and follow all applicable laws, rules and regulations regarding such Offers. We disclaim any and all liability for the content of your Offers or for any issues, claims, or actions arising from them.
7. **Business and Marketing Lines.** The Keap Subscription Services may allow you the option to acquire one or more telephone number(s) to be used to communicate with Customers. If you opt in to this feature, you agree to the associated terms and conditions which will be provided to you at the point of acquisition.