Thryv Enterprise

Terms and Conditions

Effective September 18, 2026

These Terms and Conditions contain an arbitration provision. Please review the Arbitration section for details.

THESE TERMS AND CONDITIONS GOVERN YOUR ACQUISITION AND USE OF THRYV SERVICES.

IF YOU REGISTER FOR A FREE TRIAL OF THRYV SERVICES OR FOR FREE THRYV SERVICES, THE APPLICABLE PROVISIONS OF THESE TERMS AND CONDITIONS WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE THRYV SERVICES.

BY ACCEPTING THESE TERMS AND CONDITIONS, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) BY CREATING AND REGISTERING FOR A THRYV SERVICES ACCOUNT (AN "**ACCOUNT**"), OR (3) USING THE THRYV SERVICES, YOU AGREE TO THESE TERMS AND CONDITIONS. IF THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THESE TERMS AND CONDITIONS AND MAY NOT USE THE THRYV SERVICES.

Thryv Services may not be accessed for purposes of monitoring their ability, performance, or functionality, or for any other benchmarking or competitive purposes.

Our competitors are prohibited from accessing Thryv Services, except with our prior written consent.

If we make a material change to these Terms and Conditions, including Subscription Service terms, we will notify you by posting the revised Terms and Conditions online, or by any other reasonable means in our sole discretion. Any changes to the Terms and Conditions are effective upon their posting. Thryv Services are 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 us in our sole discretion (available here), including those referenced at the end of these Terms and Conditions. If you use, or permit any Authorized User to use, Thryv Services with/for any end customer or other business located in a country or territory that is not supported under these Terms and Conditions, that use is not permitted under the Agreement, you are solely responsible for

compliance with all laws applicable to that use (including the laws of the country or territory in which those persons are located). Without limiting any other provision of the Agreement, we may exercise any of our rights and remedies in respect of that use, including under the "Complying with the Law," "Our Rights/Remedies" and "Indemnification" sections of these Terms and Conditions. Our failure or delay in enforcing this restriction is not a waiver of it. If you intend to use Thryv Services 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 Services 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 Services. If you are not a US company and/or you operate primarily outside the US and/or intend to use Thryv Services with/for customers outside of US, please see the end of these 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. "**Agreement**" means these Terms and Conditions, all applicable Subscription Service Terms, and our Privacy Policy.
    b. "**AI Outputs**" means any text, images, voice or spoken responses, suggestions or other content generated by an artificial intelligence ("AI") or machine learning technology feature or functionality incorporated into or available as part of the Thryv Services.
    c. "**Authorized User**" means your employees, consultants, contractors, or agents that have (i) been assigned Credentials to access and use your Thryv Services Account, (ii) registered to access and use your Thryv Services Account, and (iii) agreed to comply with the terms and conditions of the Agreement.
    d. "**CCPA**" means the California Consumer Privacy Act of 2018, as may be amended and superseded, including by the California Privacy Rights Act of 2020, and any regulations promulgated thereunder.
    e. "**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, the Cayman Islands, or New Zealand.
        2. Thryv Canada Holdings, LLC if your principal place of business is Canada.
    f. "**Credentials**" means the user identification and password to the Account delivered to you by us or set by you via your Account.
    g. "**Data Protection Laws**" means all applicable state/regional, national, and international laws, orders, regulations, and regulatory guidance now or in the future relating to information security, privacy and data.

h. “**Enterprise Partner**” means the entity that purchased your Thryv Services package from us for your use.
i. **"Free Services**” means those Thryv Services that we provide to you free of charge.
j. “**Order**” means your initial purchase of Thryv Services and any subsequent purchases or upgrades of Thryv Services and any applicable Subscription Services which may be purchased through your Account.
k. “**Personal Information**” means information provided to us by or at your direction, or to which access was provided to us by or at your direction, in the course of our performance under the Agreement that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.
l. “**Privacy Policy**” means the policy located at https://www.thryv.com/privacy/.
m. “**Subscription Period**” is the amount of time Thryv Services are provided to you.
n. “**Subscription Service(s)**” means the individual functionalities and modules purchased in conjunction with your Thryv Services package, monthly support services, and/or professional services.
o. “**Subscription Service Terms**” means additional terms applicable to a Subscription Service, as more fully described in the Additional Subscription and Services Terms section on https://www.thryv.com/terms/.
p. “**Third-Party Services**” are those web-based, mobile, offline or other software functionality that interoperates with the Thryv Services, that is provided by a third-party and/or listed in the Thryv Marketplace or under a similar designation. Third-Party Services will be identifiable as such.
q. “**Thryv Services**” are the products, features, functionalities, and services included in your Order, whether paid or provided to you free of charge or under a free trial, including any offline or mobile components, but excluding any Third-Party Services.
r. “**We**,” “**us**” or “**our**” means the Contracting Party and the third-party vendors who support the Thryv Services.
s. “**You**” or “**your**” means the individual or business entered as the Account owner during Account registration.

2. Services.
    a. The applicable Subscription Services Terms apply to your access and use of such Subscription Services, whether originally included in your Thryv Services package, added later as an upgrade, or subsequently provided to you as part of our enhancement of the Thryv Services. We will endeavor to provide you or Enterprise Partner prior notice of the removal of any material feature of any paid Thryv Services. In case of such removal of a material feature, you may opt to terminate your Thryv Services subscription, in which case we will refund any associated prepaid fees for the remainder of the Subscription Period (to the party which paid such prepaid fees, you or to Enterprise Partner, as applicable). In addition, if we discontinue providing any Subscription Services, we may

substitute a substantially similar Subscription Service with or without notice. We also reserve the right to offer or provide trials or tests of new features in development ("beta" features or solutions) from time to time. You understand and agree that use of any "beta" features is "at your own risk," as we may discontinue any such "beta" features at any time without notice or obligation to you, and/or to thereafter offer any formerly free "beta" feature as a paid Subscription Service or part of a higher Thryv Services package level.

b. Promotions. From time to time, we may offer you a special promotion to use Thryv Services (a "**Promotion**"). A Promotion may allow you to: (i) access certain Thryv Services via a "free trial" period; (ii) purchase certain Thryv Services at a discounted rate; and/or (iii) purchase certain Thryv Services with a modified Subscription Period. The details of any Promotion, including any applicable fees and the length of your initial Subscription Period, will be described in your Order confirmation. Upon expiration of the Subscription Period applicable to your Promotion, your subscription will automatically revert to the standard terms and then-current retail rates for the applicable Thryv Services. If at any time you upgrade your Thryv Services package, any active Promotion will be void and will no longer apply. Where applicable, Promotion Terms (as defined below) will govern in the event of a conflict with these Terms and Conditions.

c. Free Trials. If we offer you a free trial to access certain Thryv Services, we will make such Thryv Services available to you until the earliest of: (a) the end of the free trial period as specified in your Order; (b) the start date of any paid subscription for such Thryv Services; (c) termination by us, at any time, in our sole discretion; or (d) termination by you pursuant to these Terms and Conditions. You may only use a free trial Promotion once.

d. Promotional Terms and Conditions. If you have been offered a Promotion, additional terms and conditions governing that Promotion ("**Promotion Terms**") may be presented to you at the time of your Order. The Promotion Terms will outline any special pricing and other terms applicable to your Promotion. In the event of a conflict between the Promotion Terms and these Terms and Conditions, the Promotion Terms will govern solely with respect to the subject matter of such conflict. Any terms used in the Promotion Terms but not defined therein shall have the meaning set forth in these Terms and Conditions.

3. Third-Party Services; Thryv Marketplace. Within your Account you may have access to Third-Party Services via your Subscription Services and/or through the Thryv Marketplace, which is an aggregated offering of applications and services that may be of interest or use to you. Terms and conditions specific to the Thryv Marketplace may be found here. Applications not branded Thryv® are Third-Party Services and are provided by third-party developers, licensors, or distributors (each a "**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, (i) your Subscription Services may include the capability for you, at your sole discretion, to integrate a Third-Party Provider application with your Account, and/or (ii) you may also initiate integration with Thryv Services from within

Third-Party Services. If you exercise either of these integration options, you hereby authorize us to integrate such Third-Party Provider application with your Account to facilitate the sharing of certain Client Content (defined below) from your Account to your Third-Party Provider account, and the ingestion of Client Content from your Third-Party Provider account to your 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 maximum 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, (iii) we may use our third-party vendors to facilitate the transmission of Client Content as contemplated herein, and (iv) your use of the Third-Party Provider applications is governed by such Third-Party Provider's terms and conditions and privacy policy, as applicable. 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 the Thryv Services. Without limiting anything in this Section, we reserve the right, but do not have the obligation, to monitor Client Content being shared from the Thryv Services to Third Party Services, and we may, in our sole discretion, refuse to share Client Content with a Third Party Service if we reasonably believe such Client Content may violate any applicable law or our business standards or policies, as determined by us in our sole discretion.

4. Term/Auto-Renewal. For Orders you place directly (versus the Enterprise Partner ordering on your behalf), your initial Subscription Period for Thryv Services will be specified at the time of your Order. Unless you cancel at least 30 days before the end of the current Subscription Period, annual Subscription Periods will automatically renew for successive annual periods, and Subscription Periods of less than 12 months will automatically renew month-to-month, in each case, until terminated as set forth in Section 5 below. Subscription fees will not be changed during your initial Subscription Period. We will provide at least 30 days' notice to you of any increases in subscription fees that will take effect upon any renewal period. If noted in the applicable Subscription Service Terms, certain Subscription Services may have different term lengths. Additional or different terms regarding renewal, cancellation, and refunds may apply to you based on your country — see the Country-Specific Terms section applicable to you below, if any.

5. Cancellation/Termination/Suspension. For Orders you place directly (vs the Enterprise Partner ordering on your behalf), you may cancel your Thryv Services or any Subscription Service ("**Cancellation**") at any time **within three (3) days of purchase ("Cancellation Period**") for a full refund. If outside the Cancellation Period, you may provide notice to terminate ("**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 22 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. Additional or different terms regarding renewal, cancellation, and refunds may apply to you based on your country — see the Country-Specific Terms section applicable to you below,

if any. For Orders placed by Enterprise Partner on your behalf, any termination of your Thryv Services will be handled by the Enterprise Partner as per their terms for termination and must be communicated to us by the Enterprise Partner. 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 until payment is received, and you remain responsible for all accrued charges. We may cancel all or any Thryv Service 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. We may suspend, limit, or terminate Free Services for any reason at any time without notice. We may terminate your subscription to the Free Services due to your inactivity. If your Account is terminated, you agree: (a) to continue to be bound by the terms of the Agreement that survive termination, as applicable, (b) to immediately stop accessing or using Thryv Services, and (c) that your right to access and use Thryv Services immediately ends. Further, if your Account is terminated (and except where we have separately agreed to a Business Associate Agreement ("**BAA**") with you), you agree that we may keep all of your information and Account data stored on our servers for up to thirteen (13) months from the date of termination in order to provide our transition services; provided that we reserve the right to immediately delete such information in our sole discretion. You acknowledge and agree, that, to the maximum 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.

6. Charges/Billing. For Orders you place directly (vs the Enterprise Partner ordering on your behalf),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 Services 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 Services, except as otherwise provided in your Thryv Services 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 AND 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 SERVICES, 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.

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 3% per annum or the highest lawful rate.

9. 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 Services solely through your valid Account(s) in accordance with all terms and limitations of the Agreement and any documentation we provide about Thryv Services features and functionality. You receive no right to Thryv Services other than those specifically granted in this Section 9. Without limiting the generality of the foregoing, you agree that you will not use or attempt to use the Thryv Services 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 the Thryv Services; (ii) sell, resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use Thryv Services, including, without limitation, providing outsourcing, service bureau, hosting, application service provider or on-line services to third parties, or otherwise make Thryv Services, or access thereto, available to any third party; (iii) use, display, mirror, frame or utilize framing techniques to enclose Thryv Services, or any individual element or materials within Thryv Services, 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 Services to build a competitive product or offering, or other service that substantially replicates any features of the Thryv Services; (v) make Thryv Services, 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 the Thryv Services (including uptime, response time, or other indicators), without our prior written consent; (vii) violate our Acceptable Use Policy (AUP), or (viii) 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 the Thryv Services 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 Services package, and you may purchase additional Authorized User Credentials as an add-on to your Thryv Services package. You acknowledge and agree that the Enterprise Partner who purchased and/or provided your Thryv Services may access your business location's 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 Account and provide any reporting that Enterprise Partner requests from us in relation to your business location's Account or your Thryv Services 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. You acknowledge and agree that certain features within the Thryv Services 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 Services Account.

10. 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 on your Account and through use of your Credentials, and you agree that **the conduct of any user on your Account 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 this Section.

11. Calling. We may provide a provisioned telephone number (an "**VoIP Number**") acquired by us for use within your Thryv Services. Use of a VoIP Number in your Thryv Services will enable you to make and receive calls over the Internet. If you opt in to this feature, you agree to any additional associated terms and conditions ("**VoIP Number Terms**") which are be provided to you at the point of acquisition. Without limiting anything the VoIP Number Terms or in Section 18, you represent and warrant that you will comply with all Laws (as defined therein) relating to telephonic communications. Your use of the calling feature within the Thryv Services is limited to the number of minutes per month included in your Order. Unused minutes will not roll over to the next month. We do not guarantee the availability of our calling feature in any or all geographical areas. We may disable your ability, or charge you a fee, to make calls to certain countries if we choose to, even if we generally offer calling to these countries. One reason we may do this is if you are making a disproportionate or excessive number of calls to these countries. If you use this calling feature, you may be presented with additional terms and condition in-app that apply to the service.

You agree to the associated terms and conditions which will be provided to you at the point of acquisition.

12. SMS Messaging. You may be eligible for SMS messaging services for use in connection with your Thryv Services, subject to approval by the applicable third-party SMS provider in each instance. In order to use this service, you agree to cooperate with us in the submittal of your request to the applicable SMS provider. If you are approved by the SMS provider, we may provide a provisioned telephone number (a "**Thryv SMS Number**") acquired by us on your behalf for use within your Thryv Services solely for the purposes described in this Section. Alternatively, you may provide us with a non-mobile telephone number you own ("**Your SMS Number**") to be SMS enabled for use within your Thryv Services. The Thryv SMS Number and Your SMS Number, together are herein referred to as the "**SMS Number**." Use of a SMS Number in your Thryv Services will enable you to send and receive text messages from within Thryv Services and will allow us to attempt to reduce the number of unwanted texts coming into your business. You acknowledge that accepting a Thryv SMS Number and/or providing us Your SMS Number means that you authorize us to take measures to reduce the number of spam texts that come into your business via the SMS Number and to not deliver to your business such texts that are determined, through use of our analytics systems and screening methods, to likely be unwanted spam texts. You grant us the exclusive right to receive all text data arising from the SMS Number. We do not guarantee any specific exchange for a Thryv SMS Number. You understand and agree that your customers may incur mobile charges when texting the SMS Number. You agree that, as between us, (i) we have all rights and licenses in and to the Thryv SMS Number, (ii) ownership of the Thryv SMS Number cannot be transferred to you by us at any time during or after the term of your Subscription Period, and (iii) when your Subscription Period ends, the Thryv SMS Number will be disconnected or may be reassigned to another business. You will not cause or permit a Thryv SMS Number to be published or otherwise used apart from your Thryv Services, and you cannot assign or transfer the Thryv SMS Number to a third party. You authorize and give full permission and consent to us to install, implement, use, and enable, as applicable, in the Thryv Services the SMS Number, and to permit us to collect, use and store information collected via the SMS Number. You agree to cooperate with us as required to enable the SMS Number. You understand and agree that we and our third-party vendors may use the SMS Number and the associated data collected from the SMS Number to provide reports to you and otherwise provide the Thryv Services to you. Additionally, we may use aggregated and anonymized data associated with the SMS Number for our business purposes, in our sole discretion, in accordance with our Privacy Policy. You agree to treat as confidential any Personal Information provided to you or contained in the text messages or reporting that results from your use of the SMS Number. You represent and warrant that: (i) you will only use a Thryv SMS Number in connection with the Thryv Services contemplated hereunder; (ii) without limiting anything in Section 18 you will comply with all Laws (as defined therein) related to your use of the SMS Number, including without limitation, those related to data privacy, advertising and marketing, and (iii) you will comply with all SMS provider policies. Without limiting the foregoing sentence, you represent and warrant

that you will not send any messages that contain content in any of the following categories: sex, hate, alcohol, firearms or tobacco. You further agree that you will be liable for any fines and fees levied by any third party (including without limitation, an SMS provider or governmental agency) associated with your misuse of the SMS Number or your failure to comply with this Section.

13. Payments. You understand and acknowledge that payment capabilities available with Thryv 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 you end 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.

14. Marketing and Advertising Related Services. Certain Thryv Services are designed to assist you in managing your online presence, online advertising, and prospect generation.
    a. Transmission of Contact Information. If your Thryv Services include prospect generation which may allow you to obtain prospective customer information (each a "**Contact**") through Contact generation methods, including, but not limited to, contact forms, emails, and telephone calls, you authorize us to transmit Contact information collected via any/all advertising and Contact generation methods to you via your Thryv Services portal, email and/or text (if you provide a mobile phone number for contact), and you agree to make a reasonable effort to contact each Contact we provide to you, where appropriate
    b. Performance Tracking**.** To allow us to provide you with detailed reporting for your marketing programs, you must consent to and implement the Performance Tracking Service in conjunction with marketing services included in your Thryv Services, subject to our Performance Tracking Terms, which are incorporated herein by this reference. **As set forth in the Performance Tracking Terms,**

you will be automatically opted into the call tracking and call recording services unless you contact us to opt-out of call recording and certain Call Tracking Numbers may be answered, in whole or in part, by an AI Assistant.

c. Listings Management

i. If your Thryv Services include listings management, we will (i) syndicate your business listing information to various third party business directories and search engines (the "**Listing Partner Sites**") of providers who participate in the service (the "**Listing Partners**"); (ii) provide you the ability to view and manage your business listing information and see status across various Listing Partner Sites; (iii) make available to you various types of marketing for your business which may include social posts, digital yellow pages directory-type advertising, or other types of marketing, as well as contact information collection methods such as web forms, website live-chat agents, and pixel or other web tracking, provided, we may add, remove or change the marketing sources and media used to fulfill listing management at any time in our sole discretion.

ii. Limitations. You hereby acknowledge and agree that (a) the Listing Partner Sites are subject to change at any time and that Listing Partner Sites can be added and/or removed at any time, (b) all content submitted by you shall be subject to the Listing Partners' standards and policies, and that any such content may be rejected, in whole or in part, by a Listing Partner at any time in its sole discretion, or modified at any time to comply with such policies, (c) we do not guarantee that any listing or tag will be displayed on any Listing Partner Site, (d) if the Thryv Service which includes listings management is terminated, Listing Partners may, at their sole discretion, revert business data to the manner in which it appeared prior to the Thryv Service being provided, and (e) the appearance and/or location of any listing tag placement may change at any time. WE SHALL HAVE NO LIABILITY FOR ANY CHANGE IN THE LISTING PARTNER SITES, FOR ANY DECISION BY A LISTING PARTNER TO REJECT OR MODIFY ANY CONTENT SUBMITTED BY YOU, OR FOR ANY OTHER DECISION, CHANGE OR OTHER ACTION DESCRIBED IN CLAUSES (a), (b), (c), (d) OR (e) OF THE PRECEDING SENTENCE. WE ALSO HAVE NO LIABILITY SHOULD ANY LISTING PARTNER REFUSE TO UPDATE, CHANGE OR REMOVE BUSINESS LISTING DATA OR REFUSE TO ACCEPT DATA POINTS WE PROVIDE. You agree to abide by any third-party terms or restrictions associated with the Thryv Services listings management.

d. You agree that as part of certain advertising based Thryv Services, we or our third-party service providers may, depending on the package you subscribe to, create, claim, verify, edit and manage your Google Business Profile (GBP) listing/account during the Subscription Period. (Google Business Profile™ business listing service is a trademark of Google LLC.) Our ability to create, edit,

or verify your GBP listing or account is conditioned on your participation with us and Google. Failure to participate accordingly will forfeit this part of the Thryv Services. You should familiarize yourself with the following Google resources:

- Google Business Profile
- About Google Business Profile
- Edit your Business Profile
- How Google uses business information
- Request ownership of a Business Profile

e. You agree to the terms and conditions that govern any of the potential types of media or other sources you may select to fulfill your advertising related Thryv Services, as applicable, which terms and conditions include, without limitation, those in the following related to social posts, Internet Yellow Pages advertising, and other channels or media.

i. Social Posts.

1. You must connect your social profile in your Account to receive this service. You understand that if you do not fulfill your responsibility in maintaining this connection, we cannot fully provision the social post feature but billing may begin. You acknowledge and agree that the social media properties control what types of businesses or content they restrict or prohibit from publishing and that the publication policies of the social media properties may limit our ability to provide you social posts.
2. You agree to comply with any requirements or terms of use of the social media properties, including any terms related to our access to the social media properties on your behalf, as applicable to the social post Subscription Services used.
3. You understand and acknowledge that social media properties are third parties for which we have no responsibility and over which we have no control. They may change any aspect of their social networking sites or their terms and conditions at any time without notice, including any categories or types of businesses or content that their policies restrict or prohibit from publication.
4. We do not monitor interactions with the social posts created via this Subscription Service. You understand and acknowledge that you are responsible for monitoring and replying to such interactions.

ii. Internet Yellow Pages Advertising. Internet Yellow Pages (“IYP”) advertising services include creation of your business profile and related paid ads for publication on our owned and operated business search websites available in your country, and the mobile versions and/or related mobile applications, as well as potential distribution to our networks of other directory and business search sites. Your IYP business profile may include your business name, street address, city, state, zip code, phone number, website link, email

address, business categories, business description, tagline, call-to-action, photos and videos, coupons, hours of operation, listing of products & services, ratings and reviews, and additional content elements such as affiliations, certifications, payment options, years in business, and languages spoken, all of which, when provided, made available or approved by you, will be considered Client Content. Not all fields of business information will be published or distributed, depending on the criteria and standards of the publisher site, and IYP advertising and included Client Content may be truncated, modified or resized to meet publisher requirements. We reserve the right to add relevant content that we obtain from other third-party sources to your business profile.

iii. Other Channels or Media. To the extent that we determine that such channels may be a quality source of Contacts for your business, we may make additional types of advertising or lead generation methods available for your marketing campaign(s), including but not limited to quote or service request services (listing your business with a third- party service or website that will contact you for a quote or appointment when a service you provide is solicited or requested by a consumer on such service or site); website forms (a contact-us or other service or informational request form hosted on a website and transmitted to your business as a Contact when filled out and submitted by a prospect); live-chat website window (a feature that allows your website visitors to interact with a live-chat agent on behalf of your business), and you authorize us to take any actions as necessary to enable the use of these services for your business, including agreeing to third-party terms that may govern such services.

f. Use of certain Contact generation methods may require you to provide additional information to us, such as a promotional offer and/or other content to be used in a postcard or other print media, or completing a brief survey about your business to aid a live agent in responding to chat requests, and you agree to cooperate in providing these materials where applicable, and that by providing us these additional materials or access in connection with a particular Contact generation method, you consent or opt-in to our use of that method for your business. You agree to honor any promotional offer you provide us for inclusion in any advertising for a minimum of three months after publication or mailing, or as otherwise provided. For Contact generation methods that require the placement of pixel tracking code, cookie script or other tracking or implementation technology on your website or landing page, you agree to provide us the necessary access to your site or page or to implement the code yourself. You acknowledge that we may modify the content or size of any advertisement, or any category, keyword or other parameters of your advertising to conform to the requirements of, or utilize the features of, a third-party site or media channel. We disclaim all liability in connection with the functionality, operation, or content of any website or service not owned or operated by us.

g. Ad Creation. By purchasing advertising based Thryv Services, you grant us the right to obtain images, logos, and/or other content via automated or manual methods from your website and other online presence, including but not limited to social media pages, and to use, publish, modify as necessary, and distribute within your Thryv Services campaigns. Such images and other content will be considered Client Content. Depending on the type of ads or media used to fulfill your advertising program, we may proactively refresh the ad creative, including new photos, images, logos, colors, content or templates, from time to time, and you authorize us to obtain, use, modify, publish and distribute for the purpose of these ad refreshes, information about your business provided or made available to us online at that time.
h. Reputation Management. Any reputation management services, which may include reputation monitoring, competitor watch, review generation campaigns, review response, or review management services, will be provided to you in accordance with this Section.
    i. Reputation Monitoring services will enable you to actively monitor your business's online reputation, including providing an aggregate view of online reviews of your business which are posted on third-party public websites, as well as your own website or Thryv Services portal, where applicable, as well as the number of responses you make to your reviews and the speed with which you post those responses. We also aggregate social posts and check-ins on social networks for your viewing in one hub. You acknowledge that reputation monitoring is based on information made available by particular third-party sources at a particular point in time and thus may not represent the most up-to-date information available in the market and may not reflect all reviews, responses, resolutions, or posts made about your business at any given time. Sources included in Reputation Monitoring are subject to change at our discretion.
    ii. Competitor Watch enables you to monitor the reputation of a limited number of other businesses you identify within your market, by aggregating and reporting on their public reviews and ratings as well as the number and speed of their public responses to reviews, so you can see where you stand among your competitors and peers in your local industry. You agree that any information you provide us about another business for the purposes of Competitor Watch is publicly available information and you agree that you may only use the information provided to you by Competitor Watch for your own internal informational purposes only and not for inclusion in any publicity, social posts, communications, marketing or other purposes. You acknowledge that we do not guarantee the accuracy or completeness of any information provided through Competitor Watch, as it is based on content made publicly available in the market by particular third-party sources at a particular point in time. You agree that Competitor Watch is provided for informational purposes only and should not be relied upon for any business decisions and that any

use you make of Competitor Watch is at your own risk.

iii. Review Generation Services are features you can elect to use in several ways. We may make available an online widget for use on your website or client portal page, where available, that can enable your customers to submit a review of your business for display and use on your Thryv Services client portal page or Thryv Services website, or can link your customers to third-party sites where they can log in with their user credentials for such third-party site and review your business on that third-party site. We may enable you to send a custom marketing message or campaign to customers to remind them to review your business after a service, and we may provide template campaigns for this purpose. We may offer automated marketing campaigns that can be set up to be sent out (via email or text, as applicable depending on your Customers' consents) upon certain triggers recognized by the Thryv Services platform, such as appointment bookings completed, invoices sent, and/or payments received, and which encourage customers to review your business after receiving a service. These automated campaigns are designed to be sent to all customers after the service trigger so reviews you receive represent a balance of customer experiences. Regarding any efforts at review generation, you agree not to solicit reviews in a biased manner, nor to manipulate your review content, attempt to block or delete any legitimate reviews, nor cause any reviews to be solicited from anyone (including non-persons or bots) who has not had recent, first-hand experience with services provided by your business or any source that provides "fake" reviews or "fake" customers for the purposes of leaving reviews. You agree that you will not write reviews for your business yourself or solicit reviews from anyone who has a bias or interest in your business without requesting that reviewer reveal their potential bias in the review. Reviews content from certain third-party sites may be imported and/or a link to such content on the third-party site(s) embedded in order to display such reviews (or partial reviews) on your Thryv Services client portal page or Thryv Services website. You agree to waive and/or release us from any claims resulting from negative reviews or any reviews about your business.

iv. Review Response is a feature whereby we enable you to create and post a response as the business to a review of your business on your Thryv Services client portal page or Thryv Services website from within the Thryv platform, and to link out directly to a review of your business posted on a third-party site or platform to which you can then manually create and post your business's response to such review after logging in with your credentials for that third-party site or platform. When posting responses on third-party sites or platforms, you will be governed by the terms of such third-party properties, including their terms about content, with which you agree to abide. You understand that the third-party owner/operators of other sites or platforms control both the policies governing the review content posted there by the

reviewers and your access to and posting of content on their sites and platforms, regardless of any link there from Thryv. We disclaim any responsibility for any and all content displayed or posted on third-party sites or platforms and you agree to indemnify us for any claims resulting from content you post there.

v. Review Management Services include the Thryv Review Acknowledgement service, which is included with certain package levels of Thryv Services and may be added for an additional fee at other levels. For the purposes of using this service, you appoint us to act as your agent in providing one of a limited number of templated initial responses to acknowledge a client review shortly after it is posted by the reviewer, with the content of such response based on the perceived sentiment of or issue stated in the review. These acknowledgements are not intended to provide custom responses or resolution of any issues raised in a review, but rather to generally acknowledge the review, thank the reviewer for posting it, and, in the event problems or specific issues are raised in the review, invite the reviewer to contact the business directly or via private message for a specific resolution, which response and resolution will be up to the business to handle and provide at its sole discretion. Use of this Review Acknowledgement service is at your own risk, and we do not guarantee any specific results. Although we endeavor to provide appropriate responses based on perceived sentiment of a review, we cannot be responsible for any misunderstandings or misinterpretation of the review content or sentiment by our personnel or systems. By electing to use the Thryv Review Acknowledgement service you waive any claims by you and/or release us from any claims from a customer or any third-party resulting from any review response that we post as part of the service, except in the event of our gross negligence or intentional misconduct.

15. Operational Limits and Changes. You acknowledge that certain Thryv Services 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 Thryv Services (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 the Thryv Services. 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 Services 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 the Thryv

Services. We will make reasonable efforts to keep the Thryv Services 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.

16. Landing Page/Proxy Authorization/Form Pages. 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 Thryv Services 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 Thryv Services. 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 aggregated and anonymized data collected about users from the Proxy Page(s) used in providing your Thryv Services. Without limiting Section 17 below, you agree to post a privacy policy to govern your collection and use of personal data from your website that is used as the basis for the Proxy Page and that any privacy policy you adopt must comply with all applicable Laws. You agree that this policy will accurately describe our roles under applicable Laws and under the Data Processing Addendum between the parties (*see* Section 27), if applicable, and include a notice that we collect and process personal data on your behalf for the purposes described in the Agreement. 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. You understand and agree certain Thryv Services may allow you to create internet web pages that we host which allow you to collect your customer's information for storage and processing within the Thryv Services ('**Form Pages**"). You may link to Form Pages from your website. Without limiting Section 17 below, you agree to post a privacy policy to govern your collection and use of personal data from such Form Pages and that any privacy policy you adopt must comply with all applicable Laws. You agree that this policy will accurately describe our roles under applicable Laws and under the Data Processing Addendum between the parties (*see* Section 27), if

applicable, and include a notice that we collect and process personal data on your behalf for the purposes described in the Agreement.

17. Privacy Policy. You agree to comply with and perform your obligations under Data Protection Laws, including with regard to data subject rights, data security and confidentiality and provide data subjects with all necessary information (including by means of a transparent and easily accessible public privacy notice) regarding our and your processing of Personal Information for the purposes described in the Agreement. This includes, without limitation, any information collected by us on your behalf through use of optional features that you select, such as a chat feature. You acknowledge and agree that, as part of the services we offer as your processor or service provider as those terms are defined in the Data Processing Addendum between the parties (*see* Section 27) and as defined inapplicable Laws, we may include a link to a template privacy policy on the customer portal web pages, Landing Pages, your Thryv Services Website, or otherwise via the Thryv Services, which explains how Personal Information is collected and used on the applicable web page. You acknowledge and agree that you will comply with your obligations under applicable Data Protection Laws, including to maintain an accurate privacy policy and all applicable Laws related thereto, and that you are solely responsible for such compliance. We shall not be held liable for any fines, penalties, enforcement actions, or claims arising from your failure to comply with the obligations in this Section.

18. **Complying with the Law. You understand that you and your usage of the Thryv Services (and your Authorized Users and their usage of the Thryv Services) must comply with all laws, rules, regulations, codes, requirements and industry standards, as well as amendments to these laws, rules, regulations, codes and requirements (the "Laws") related to the Thryv Services 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), Federal Trade Commission guidance, and laws related to privacy and data security, as applicable, as well as other relevant standards, laws and regulations governing your activities in marketing, advertising, communications and data collection and use. The Laws with which you and your Authorized Users must comply include all laws, rules, regulations and requirements of each country, state or territory in which any recipient, contact or other individual who receives, or whose device is accessed by or interacts with, any communication or content sent, published or deployed through your Account is located ("Recipient-Location Laws"), regardless of where you, your Authorized Users or we are located and regardless of whether that country,**

state or territory is supported under these Terms and Conditions. Recipient-Location Laws include, without limitation, laws implementing or analogous to the ePrivacy Directive (2002/58/EC) and the General Data Protection Regulation, and other laws governing electronic marketing, cookies and similar technologies, and tracking technologies (including email open tracking, tracking pixels, and link or click tracking). As between you and us, you are solely responsible for: determining which Recipient-Location Laws apply to your use of the Thryv Services; providing all required notices and obtaining and keeping records of all required consents, including consent to tracking technologies; honoring opt-outs and withdrawals of consent; and configuring your Account, contact lists and communications (including by disabling tracking features where required consent has not been obtained) as necessary to comply. The Thryv Services may not address the requirements of every jurisdiction, and our making a feature available does not mean that its use in a particular jurisdiction complies with Recipient-Location Laws. No Spam Policy: You agree not to use your Thryv Services for the posting or sending of, nor include or reference any domain name(s) or URL(s) associated with your Thryv Services 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 the Thryv Services. We discourage the use of the Thryv Services (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 the Thryv Services, you understand that the Thryv Services are 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 the Thryv Services 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 BAA with us in relation to the Thryv Services, the standard Thryv Services are not intended to be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and are not intended to be used to communicate or store "protected health information." Accordingly, if you do share any protected health information via the Thryv Services 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 the Thryv Services, 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 rules, as applicable. You agree that we will have the right to collect and use aggregated and anonymized data collected about users from the servers used to provide the Thryv Services customer portals.

19. Our Rights/Remedies. If you or your affiliates do not pay all charges by 14 days after the due date, fail to meet any other obligation under the 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 including filing suit to collect the amounts you owe. 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 Services 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 the Thryv Services 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. In addition, and without limiting the foregoing, we may at any time and without liability to you: (i) suspend, disable, restrict or limit any Thryv Services feature or functionality (including email or link tracking, automations, sending to or from particular countries or territories, and use of the Thryv Services with/for customers or recipients in particular countries or territories); (ii) require you to change the configuration or settings of your Account, contact lists or communications; and (iii) take any other action that we determine in good faith is reasonably necessary or advisable to comply with applicable Laws, to respond to a requirement of a regulator, mailbox provider, carrier or other third-party provider, or to protect the deliverability, security or integrity of the Thryv Services. Where reasonably practicable, we will endeavour to notify you of any such action. We are not responsible for any resulting effect on your use of the Thryv Services, including on the operation of your automations, campaigns or reporting.

20. Prohibited Excessive Use. You and your Authorized Users may not use the Thryv Services in any manner that places excessive, abnormal, or undue stress on the performance, bandwidth, storage resources, or infrastructure of the Thryv Services, or otherwise interferes with or disrupts the service experience of other customers. We reserve the right to monitor usage and suspend, limit, or terminate access to the Thryv Services in the event of suspected or actual excessive or undue use, as determined in our sole discretion, without notice.

21. Feedback. Any questions, comments, suggestions, ideas, original or creative materials or other information you provide about the Thryv Services 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.

22. Notices/How to Contact Us. All notices must be in writing and sent by going to https://www.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 the Agreement or your Thryv Services, please call Thryv Support at 844-998-4798.

23. 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 the Thryv Services. If you experience issues with your use of the Thryv Services 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 AI OUTPUT, "BETA" SERVICES OR FEATURES PROVIDED TO YOU AT NO COST. THRYV SERVICES 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 MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT (i) THE THRYV SERVICES OR ANY RELATED SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS, (ii) THE OPERATION OF THE THRYV SERVICES OR ANY RELATED SERVICES WILL BE CONTINUOUS OR FREE OF DEFECTS, ERRORS OR INACCURACIES, (iii) THE FUNCTIONS CONTAINED IN THE THRYV SERVICES 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 SERVICES WILL BE AVAILABLE OR ACCESSIBLE AT ANY GIVEN TIME, (vi) THE AI OUTPUT WILL BE ACCURATE, RELIABLE, LEGAL OR OTHERWISE SUITABLE FOR YOUR INTENDED OR ACTUAL USE, OR (vi) YOUR USE OF THRYV SERVICES WILL COMPLY WITH ALL APPLICABLE LAWS. FURTHERMORE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (A) WE DO NOT WARRANT, AND YOU EXPRESSLY DISCLAIM ANY RELIANCE ON, ANY STATEMENTS OR REPRESENTATIONS, INCLUDING ESTIMATES, NOT CONTAINED IN THE AGREEMENT; (B) YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE AI OUTPUT AND DETERMINING ITS APPROPRIATENESS FOR ANY USE CASE, INCLUDING COMPLIANCE WITH APPLICABLE LAWS.

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 WE HAVE 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 THE THRYV SERVICES, INCLUDING AS A RESULT OF ANY (A) TERMINATION OR SUSPENSION OF THE AGREEMENT OR YOUR USE OR ACCESS TO THE THRYV SERVICES, (B) OUR DISCONTINUATION OF THE THRYV SERVICES OR ANY FEATURE IN ACCORDANCE WITH THE AGREEMENT, OR (C) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF THE THRYV SERVICES FOR ANY REASON; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (III) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THE AGREEMENT OR YOUR USE OF OR ACCESS TO THE THRYV SERVICES; 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 THE AGREEMENT WILL NOT EXCEED THE GREATER OF: (I) ONE HUNDRED DOLLARS ($100); OR (II) THE AMOUNT YOU HAVE PAID UNDER YOUR ACCOUNT FOR THE THRYV SERVICES DURING THE 12 MONTHS PRIOR TO ANY CLAIM.

The limitations in this Section shall apply notwithstanding any failure of essential purpose under the Agreement. To the maximum 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 the 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.

24. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration. With respect to any controversies, claims, counterclaims, or other disputes between you and us or you and a third-party agent of ours (each a "**Claim**"), 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 that arises under or relates to the Agreement (other than claims to collect amounts you owe), including any dispute regarding any Thryv Service, any omissions, or other errors, shall be referred by the aggrieved party to binding arbitration under the

Commercial Rules of the American Arbitration Association (AAA). The arbitration will be heard and determined by a single arbitrator and shall occur in Dallas County, Texas unless the parties mutually agree to another location. All Thryv Services shall be deemed to have been provided in the State of Texas. The arbitration hearing shall be held within six (6) months after the filing of the arbitration demand with the AAA. The prevailing party in any proceeding shall be awarded its attorneys' fees and costs incurred in connection with the Claims and/or arbitration, in addition to any other relief awarded. 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 mandated by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. A court of competent jurisdiction has exclusive authority to determine the existence, scope, and validity of the arbitration agreement and the arbitrability of any claim or counterclaim, including, without limitation, whether any conditions precedent to the commencement of an arbitration have been completely satisfied and any objections with respect to any of the foregoing.

To begin an arbitration proceeding, you must send us an individual letter signed by you requesting arbitration and describing your claim at Thryv, Inc., 1301 Municipal Way, Suite 220, Grapevine, TX 76051, USA, Attention: Legal Department. This letter must be sent at least five (5) days before you initiate an arbitration proceeding against us

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 or transfer qualifying claims to small claims court. Either party may elect that a Claim be filed exclusively in a small claims court of competent jurisdiction by providing notice to the other party. In the event a Claim has already been filed in arbitration, the party who has filed that Claim will, within ten (10) days of receiving such a notice, withdraw their Claim from arbitration. The parties will then proceed with the Claim exclusively in small claims court. A party may apply to any court of competent jurisdiction to enforce the terms of this paragraph. 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 these Terms and Conditions, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms and Conditions.

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. You may

not bring Claims in arbitration on a class, consolidated or representative basis. The arbitrator can decide only your and/or our individual Claims.

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. If for any reason a Claim proceeds in court rather than in arbitration you and Thryv each waive any right to a jury trial. 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.

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. 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.

25. 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 the Thryv Services. 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 the Thryv 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 Services. 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 the Thryv Services for any reason.

26. Our Rights in Content/Copyright/Trademarks; Publicity; AI Output. If we create or supply any content for your use with the Thryv Services (collectively, "**Thryv Content**"), as between you and us, such Thryv Content, including without limitation AI Output, is our sole and exclusive property. For clarity, Thryv Content does not include Client Content. 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 your use of the Thryv Services 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 the Thryv Services or your purchase or use of the Thryv Services, 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 Services. 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 Thryv Services 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 Thryv Services 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 Thryv Services may appear on the Internet may differ from the specific categories and keywords that you selected.

27. Data Protection.

    a. General Compliance. You and we agree to comply with all applicable Laws in the performance of this Agreement. Without limiting the foregoing, you represent and warrant that your use of the Thryv Services will comply with all applicable Laws, including with regard to data subject rights, data security and confidentiality, and providing data subjects with all necessary information (including by means of offering a transparent and easily accessible public privacy notice) regarding, our and your processing of Personal Information for the purposes described in the Agreement.

    b. Compliance with Data Protection Laws. To the extent, if any, that we receive any Personal Information in our capacity as a service provider or data processor, as such terms are defined and understood pursuant to applicable Data Protection Laws, you and we our respective obligations set forth in the Data

Processing Addendum available at: [insert], the terms and conditions of which are hereby incorporated herein by this reference.

c. Notwithstanding the foregoing, we may use de-identified or aggregated and anonymized information or metrics about your use of or engagement with the Thryv Services for our internal analytical purposes and/or to improve our services.

28. Client's Representations. You represent and warrant that: (i) you have the unrestricted right to use, and to grant the licenses you grant in the 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 the Thryv Services; (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 have not requested, and will not use, the Thryv Services for any unlawful purpose or business; (vi) you have not violated any contractual or legal obligation by entering into the Agreement and requesting us to provide the Thryv Services to you; (vii) you are or are authorized to represent the business identified in your Account profile; and (viii) and all contacts you and your Authorized Users provide us for the Thryv Services 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.**

29. 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 (including, without limitation, Recipient-Location Laws and all laws applicable to your use of the Thryv Services in any country or territory not supported under these Terms and Conditions); (c) any act, omission or fault of you, your Authorized Users, or your employees, agents or contractors in connection with your use of the Thryv Services; (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 the Thryv Services; (f) any transactions initiated

through the Thryv Services 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.

30. 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 24 will be in the state and federal courts located in Tarrant County, Texas.

31. Entire Agreement. The 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 the Thryv Services. 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 the Agreement, except as made in a duly signed, written amendment, shall create any binding obligation on us.

32. 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.

33. 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.

34. 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.

35. 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.

36. **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, and/or for the purpose of multi-factor authentication ("MFA") to confirm your identity and help protect the security of your Account. 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. 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.

37. **Use of Thryv Services Outside the United States of America**. If you are not a US-based company and/or intend to use the Thryv Services 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 the Thryv Services.

    b. Legal Effect. The Agreement describes certain legal rights. You may have other rights under the laws of your country. The 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.

38. Terms Specific to Australia. If you are an Australian company and/or you operate primarily from or in Australia or you intend to use the Thryv Services primarily with/for customers within Australia, the terms in this Section also apply to you:
    a. Cancellation/Termination/Suspension. We will endeavour to provide you with reasonable notice prior to the removal of any material feature of the Thryv Services, and prior to any suspension or cancellation of your Thryv Services, except in the case of an urgent requirement (such as for fraud, security, technical reasons or otherwise to protect our legitimate business interests) where we may have to act sooner. Where your Thryv Services are suspended or terminated involuntarily, we will provide you with reasonable assistance to extract your customer and account data.
    b. Term/Auto-Renewal and Refunds. Notwithstanding Section 3 above, upon expiration of your initial Subscription Period, your Subscription Period will renew on an annual basis. You may cancel a renewed Subscription Period at any time by providing us with 30 days' written notice, and we will refund the prepaid fees for the unused portion of that Subscription Period.
    c. For the avoidance of doubt and notwithstanding Sections 18and 23 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.

d. Compliance. You understand that you and your usage of the Thryv Services must comply with all Laws related to the Thryv Services 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 17, 18and 23 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 Data Protection Laws, or our HIPAA Notice if these laws do not applicable to you**.** Because you may have the capability to accept credit card payments using the Thryv Services, 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, Landing Pages, your Thryv Services Website, or otherwise via the Thryv Services must include notice that third parties such as us will collect and process data on your behalf. For your convenience, we may include a link to a generic privacy policy on the customer portal web pages, Landing Pages, your Thryv Services Website, or otherwise via the Thryv Services, 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 Services 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 the Agreement. For the avoidance of doubt, the representation and warranty in the foregoing sentence shall be deemed a Client Representation under the Agreement.

e. Payment Terms. Any account credits you have cannot be transferred between your Account and your other Sensis accounts.

f. Governing Law. You agree that the Agreement will be governed by the laws of Victoria, Australia, and Section 24 of these Terms and Conditions do not apply to you.
g. Notices/How to Contact Us. To contact Thryv Support as indicated in these Terms and Conditions, please call 1-800-GOTHRYV (1-800-468-479).
h. GST. Unless stated otherwise, all amounts or fees in relation to the Thryv Services 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.

39. Terms Specific to Canada. If you are a Canadian company and/or you operate primarily from or in Canada or you intend to use the Thryv Services 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 the Thryv Services 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 the Thryv Services 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 24 of these Terms and Conditions do not apply to you. Any and all disputes, controversies or claims arising under or relating to the 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. 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 the 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 the 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 the 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, Landing Pages, your Thryv Services Website, or otherwise via the Thryv Services must include notice that third parties such as us will collect and process data on your behalf. For your convenience, we may include a link to a generic privacy policy on the customer portal web pages, Landing Pages, your Thryv Services Website, or otherwise via the Thryv Services, 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 Services 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 the Agreement.
d. Governing Law and Jurisdiction. Section 30 of these Terms and Conditions do not apply to you. You agree that the Agreement and any dispute arising out of or related to the 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 maters immediately following such terms.

g. Notices/How to Contact Us. To contact Client Care as indicated in these Terms and Conditions, please call 844-339-6334.

40. Terms Specific to New Zealand. If you are a New Zealand company and/or you operate primarily from or in New Zealand, or you intend to use the Thryv Services primarily with/for customers within New Zealand, the terms in this Section also apply to you:

    a. Charges / Billing. Unless otherwise stated in your Order, all amounts or fees in relation to the Thryv Services do not include goods and services tax (**GST**) or any other taxes, duties or charges levied in New Zealand or overseas in connection with the Agreement. You will pay GST on all taxable supplies made by us to you under the Agreement, and any other taxes, duties or charges levied in New Zealand or overseas in connection with the Agreement. You will make all payments under the Agreement without withholding or deduction of, or in respect of, any tax unless required by applicable Laws. If any such withholding or deduction is required, you will pay to us such additional amount and will ensure that we receive the same total amount that we would have received if no such withholding or deduction had been required.

    b. Term/Auto-Renewal and Refunds. Notwithstanding Section 3 above, upon expiration of your initial Subscription Period, your Subscription Period will renew on an annual basis. You may cancel a renewed Subscription Period at any time by providing us with 30 days' written notice, and we will refund the prepaid fees for the unused portion of that Subscription Period.

    c. Complying with the Law and Limitation of Liability. For the avoidance of doubt and notwithstanding Sections 18 and 23 above, we do not exclude warranties, guarantees or other rights which cannot be excluded by law, including under the Fair Trading Act 1986 (**FTA**). To the maximum extent permitted by law, our liability for a breach of such a warranty, guarantee or other right implied by the Fair Trading Act or any other law is limited, at our option, to either supplying the relevant services again or paying the cost of having the relevant services supplied again. The parties acknowledge and agree that for the purposes of section 5D of the Fair Trading Act, to the extent permitted by the Fair Trading Act, in respect of all matters covered by the Agreement, the parties are contracting out of sections 9, 12A and 13 of the Fair Trading Act.

You agree that your use of the Thryv Services is for business purposes and so guarantees under the Consumer Guarantees Act 1993 do not apply.

d. Complying with the Law. You understand that you and your usage of the Thryv Services (and your Authorized Users and their usage of the Thryv Services) must comply with all Laws related to the Thryv Services 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 Unsolicited Electronic Messages Act 2007, the Privacy Act 2020, and the Copyright Act 1994 as applicable, as well as other relevant laws and regulations governing your activities in marketing, advertising, communications and data collection and use as may be in effect, amended or replaced from time to time.

   Where you are a New Zealand company and/or you operate primarily from or in New Zealand, or you intend to use the Thryv Services primarily with/for customers within New Zealand then the references to US law in Sections 17, 18and 23may not directly apply to you. To the extent that they do then we require that you comply with those laws. Where the laws do not apply, given the nature of the laws we expect that you would still conduct yourself in a manner that is consistent with those laws.

   As you may have the capability to accept credit card payments using the Thryv Services, 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 the New Zealand Bulk Electronic Clearing System (**BECS**), as applicable.

e. Limitation of Liability/Disclaimers**.**

   The provisions of Section 23 are replaced with the following:

   We are not responsible for any claim that arises between your customers and you related to your use of the Thryv Services. If you experience issues with your use of the Thryv Services 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. THE THRYV SERVICES AND RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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 MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT (i) THE THRYV SERVICES OR RELATED SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS, (ii) THE OPERATION OF THE THRYV SERVICES OR RELATED SERVICES WILL BE CONTINUOUS OR FREE OF DEFECTS, ERRORS OR INACCURACIES, (iii) THE FUNCTIONS CONTAINED IN THE THRYV SERVICES WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU, (iv) THE AI OUTPUT WILL BE ACCURATE, RELIABLE, LEGAL OR OTHERWISE SUITABLE FOR YOUR INTENDED OR ACTUAL USE, OR (v) YOUR USE OF THE THRYV SERVICES WILL COMPLY WITH ALL APPLICABLE LAWS. FURTHERMORE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (A) WE DO NOT WARRANT, AND YOU EXPRESSLY DISCLAIM ANY RELIANCE ON, ANY STATEMENTS OR REPRESENTATIONS, INCLUDING ESTIMATES, NOT CONTAINED IN THE AGREEMENT, AND (B) YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE AI OUTPUT AND DETERMINING ITS APPROPRIATENESS FOR ANY USE CASE, INCLUDING COMPLIANCE WITH APPLICABLE LAWS.

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 WE HAVE 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 THE THRYV SERVICES, INCLUDING AS A RESULT OF ANY (A) TERMINATION OR SUSPENSION OF THE AGREEMENT OR YOUR USE OR ACCESS TO THE THRYV SERVICES, (B) OUR DISCONTINUATION OF THE THRYV SERVICES, OR (C) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF THE THRYV SERVICES FOR ANY REASON; (II) THE COST

OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (III) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THE AGREEMENT OR YOUR USE OF OR ACCESS TO THE THRYV SERVICES; 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 THE AGREEMENT WILL NOT EXCEED THE AMOUNT YOU HAVE PAID UNDER YOUR ACCOUNT FOR THE THRYV SERVICES DURING THE 12 MONTHS PRIOR TO ANY CLAIM.

The limitations in this Section shall apply notwithstanding any failure of essential purpose under the Agreement. To the maximum 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 the 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.

f. Arbitration.

The provisions of Section 24 are replaced with the following:

If a dispute arises out of or relates to the Agreement, or the breach, termination, validity of the Agreement, or as to any claim in tort, in equity or pursuant to any Applicable Law (**Dispute**), then:

i. a party claiming that a Dispute has arisen, must give written notice to the other party specifying the nature of the Dispute;

ii. on receipt of the notice specified in paragraph i above, the Dispute will promptly be referred to a senior representative of each party who must seek to resolve the Dispute;

iii. if the Dispute is not resolved within 30 business days of the escalation pursuant to paragraph iii above (or within such further period agreed in writing by the parties), either party may, by giving written notice to the other party, require the Dispute to be determined by the arbitration of a single arbitrator. The arbitrator will be appointed by the parties or, failing agreement within 5 business days of the notice requiring arbitration, by the President of the New Zealand Law Society on application of either party. The arbitration will be conducted as soon as possible and in accordance with the provisions of the International Chamber of

Commerce Arbitration Rules and the Arbitration Act 1996 (NZ). The seat of any arbitration will be Auckland, New Zealand. The arbitration will be final and binding on the parties, without any right of appeal.

g. Governing Law and Jurisdiction.

The provisions of Section 30 are replaced with the following:

You agree that the Agreement will be governed by the laws of New Zealand. The exclusive venue and jurisdiction for all claims and disputes that are not subject to binding arbitration will be the courts of New Zealand.

h. Notices/How to Contact Us. To contact Client Care as indicated in these Terms and Conditions, please call 800-814-378.