

## **Thryv<sup>SM</sup> Sales Features Terms and Conditions**

These Sales Features Terms and Conditions govern your use of the Sales-related services and business tools (both mobile and internet-based) offered with Thryv and these additional terms supplement your Thryv Terms & Conditions as follows:

### **1. The Services**

Sales-related features (“Sales Services”) are business tools that are designed to aid your business in managing sales of your product or services to your business’s customers (“Customers”). All levels of Thryv include access to the following Sales Services:

- Estimates
- Invoices
- Payments\* (ability to accept and process online or in-person payments)

\*Use of Payments feature to accept and process payments requires additional services from a third-party payment provider, for a separate fee paid to such provider – see Section 2, below. Available payments features and types of payments accepted may vary by provider.

You and Customers are both users of the Sales Services provided and are herein referred to collectively as “Users.”

### **2. Payments (including fees for payment processing)**

Thryv Sales Services offers you access to tools that will enable your business to accept payments from Customers either online or in person via a mobile device or other hardware, depending on the provider. You understand and acknowledge that the payment capabilities of the Sales Services available with Thryv 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 will incur a per-transaction charge if used by you to accept payments from Customers and you agree to pay such processing fees to the third party, which fees may be automatically deducted from the amount of each payment accepted via the third-party payment services. Any exchange of data between you and the payment processor or any collection of customer data by the payment processor is subject to the third-party payment processor’s terms and data privacy and security policies. We are not responsible for any third-party services and will not bear any liability arising from your use of or inability to use such third-party payment services, including any fees, losses, disputes, delays, up-time, availability, accuracy, collections, data loss or breach, or functionality issues.

### **3. Estimates and Invoices**

Thryv Sales Services include the ability for you to generate, send out and manage estimates and invoices for your services and products. Template estimates and invoices are provided in the Thryv system for your convenience, with template/standard disclaimer or terms language, but you understand that you are responsible for the content and nature of all communications and offers provided by you to Customers or potential Customers, and for customizing the estimate and invoice templates to apply to your business and industry and for compliance with all applicable laws, rules and regulations.

**4. Coupons**

Regarding any coupons you create and/or distribute via the Sales Services, you agree honor any commitment you make to consumers in any coupons or offers, and follow all Rules (as defined below) regarding coupons or discounts. We disclaim any and all liability for the content of your coupons or for any issues, claims, or actions arising from them.

**5. Compliance with applicable laws, rules and regulations.**

**You and your use of the Sales Services must comply with all applicable laws, rules, and regulations, as well as amendments to these laws, rules and regulations (the “Rules”) related to the Sales Services. This includes, but is not limited to, the Telemarketing and Consumer Fraud & Abuse Prevention Act, Telephone Consumer Protection Act of 1991 (“TCPA”), and The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (“CAN-SPAM”). We may be required to change or discontinue the Sales Services or some features thereof in connection with amendments to any applicable Rules. You represent, warrant and covenant that you will use any payment features in accordance with their terms and will at all times comply with applicable Payment Card Industry Data Security Standards, (“PCI DSS”) and the National Automated Clearing House Association (“NACHA”) rules, as applicable, and as such may be amended from time to time, with respect to all payment card and payment account data collected or used by you.**

**6. Other Representations**

You agree to use the Sales Services solely for your own business’s use, within the U.S. only and with U.S.-based Customers only, and you agree that you will not allow another person or entity to use the Sales Services functionality for any purpose. You are solely responsible for all Customer Service issues with Customers and must present yourself as a separate entity from us when dealing with Customer issues.

You further represent and warrant that:

- (i) you will not use the Sales Services for any unlawful purpose;
- (ii) you have all required licenses and permissions to advertise, offer and provide the goods and services advertised and sold by you in all jurisdictions where you use the Sales Services, and you have not made any false or misleading claims in your estimates, invoices or communications;
- (iii) you will only use Services to advertise or offer Customer Products to users who are 18 years of age or older and reside in the United States; and
- (iv) You will not use the Sales features to transmit or disseminate any
  - a. unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material;
  - b. material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers;
  - c. material or data that is illegal, or material or data that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Dex Media and/or its third party service providers or any third-party service provider involved in the provision of the Sales features, including without limitation: material or data that is related to illegal drugs (e.g., marijuana, cocaine) or pharmaceuticals , material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; material or information that is false or misleading, or likely to mislead or deceive; or any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Dex Media and/or its third party service provider or any third party.
- (v) **You will notify us immediately if any of the above becomes inaccurate.**