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Terms of Use (for YP Sites)

These Terms of Use ("TOU"), as may be modified or amended periodically by us, govern your access to and use of any of the YP digital properties, including YP websites, mobile applications, and aspects of your interaction with our branded and controlled pages or accounts on certain third-party social media sites and apps (to which third-party terms may also apply) (collectively, the "YP Sites"), as well as any use by you of the interactive business search and other related services we provide to consumers via the YP Sites ("Consumer Service"), and/or the business listing or profile management and reporting access we provide on the YP Sites for business owners/operators or their authorized agents ("YP for Business", and together with the Consumer Services, the "Service(s)"). This TOU is a legally binding agreement by and between you, personally and, if applicable, on behalf of the entity for whom you are using any of the YP Sites or Services (collectively, "you" or "your"), and Thryv, Inc., successor in interest to YP LLC and Yellowpages.com LLC, which is the provider of the YP Sites and Services ("Thryv" or "Thryv, Inc.", "we", "us", "our"), so please read it carefully.

This TOU governs your access and use of the YP Sites/Services on or after July 15, 2019 ("Effective Date"). BY ACCESSING OR USING ANY PART OF THE YP SITES OR SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS TOU, WHICH CONTAINS A WAIVER OF JURY TRIAL AND CLASS-ACTION RIGHTS AND LIABILITY LIMITATIONS. IF YOU DO NOT AGREE TO BE SO BOUND, YOU MAY NOT ACCESS OR USE ANY YP SITES/SERVICES. UNLESS OTHERWISE EXPRESSLY STATED, THRYV, INC. DISCLAIMS ANY AND ALL WARRANTIES WHETHER PROVIDED BY THRYV, INC., ITS AFFILIATES, OR ITS RESPECTIVE EMPLOYEES AND AGENTS.

1. About the Services and YP Sites

1.1

The YP Sites and Search Results. The YP Sites and the Services allow users to, among other things, search for, find and compare businesses, as well as products and services offered by those businesses. The YP Sites may display paid business listings, advertisements or other sponsored information. When sponsored information is commingled with general, unpaid search results, the sponsored results shall be identified in such a way as to permit consumer users to distinguish between these two categories of information. Sponsored listings or other advertisements may also be given priority in display over unpaid listings.

1.2

Eligibility. To use the YP Sites/Services, you must be, and represent and warrant that you are, of legal age (18 years and over) and of legal competence to enter into a binding agreement, and are not otherwise prohibited from using or receiving the YP Sites/Services in accordance with this TOU. By using the YP Sites/Services on behalf of any third party or business entity you are representing to us that you are an authorized representative of that third party or business entity and that your use of the YP Sites/Services constitutes their acceptance of this TOU.

1.3

Additional Terms. Thryv, Inc. provides a wide variety of services to both consumers and business users, including those that are paid advertisers. Some services and/or paid advertising are subject to additional or separate terms, which are listed below and/or presented to you when you use or contract for such services. If there is a conflict between this TOU and the additional or separate terms for a particular service, the additional or separate terms will control for that service and the provisions of this TOU will govern for your use of or access to our YP Sites/Services outside the context of the separate service. You may not use any of those services unless you agree to the applicable additional or separate terms. Links to certain additional or separate terms follow:

- If you advertise through Thryv, Inc., then you may be subject to our [Advertiser General Terms and Conditions](#) or other comparable terms and, as applicable, the [Advertiser Product and Services Terms](#) or other comparable terms;
- If you download or use any of our mobile applications, you are subject to our [End User License Agreement](#) for that Application, in addition to any permissions granted by you when you downloaded or used the app or via your mobile device settings;

- If you create an account on any of our YP Sites, you are subject to our [Registered User Terms](#);
- Registered Users who submit Content to our YP Sites, including Reviews, Ratings, Comments, Feedback, Photos or other content, are subject to our [User-Provided Content Terms](#);
- In connection with our provision of the YP Sites/Services, we are obligated by law and/or by contract to provide various legal notices and third-party attributions, which are available on our [Legal Notices](#) page, and which are incorporated by reference into this TOU (and the [End User License Agreement](#), where applicable).

1.4

Nature of Services. In relation to the YP Sites, Thryv, Inc. provides sites and services that are, unless otherwise expressly stated, advertising sites and services. The YP Sites display advertising on behalf of businesses and we rely upon those businesses for the accuracy, completeness and honesty of that advertising. Under no circumstances does Thryv, Inc. endorse and/or have any other undisclosed connection with the businesses that advertise with us.

1.5

Changes to Terms. We may periodically modify and supplement these TOU, with or without notice to you. You are responsible for regularly checking these TOU for revisions, which will apply to your access on or after their listed Effective Date.

2. Using the YP Sites/Services

2.1

Grant of Rights/Restrictions on Use of Data. Subject to your compliance with the terms and conditions of this TOU, we grant you a limited, non-exclusive right to use the YP Sites/Services, and any content and materials made available to you in connection with your use of the YP Sites/Services, only for your individual, non-commercial, informational purposes and for such other purposes (and subject to such further limitations) as may be provided in this TOU (including any additional terms applicable to a particular Service) or any instructions for use that we may provide from time to time (such as API Terms, where available). Data Mining/Scraping and Framing Prohibited. You may not use bots, scrapers, crawlers, spiders, or any similar methods, processes, or tools to "data mine" or otherwise gather or extract data from the YP Sites, and you may not frame or proxy the YP Sites or utilize any other techniques to re-display the YP Sites (or any content on the

YP Sites) without Thryv, Inc.'s prior express consent, which consent, if given, may be withdrawn by us at any time, with or without notice, in our sole discretion.

2.2

Termination. You may stop using the YP Sites/Services at any time, except to the extent you agree otherwise in the use of particular Services offered on a subscription or similar basis. We may terminate your access to the Services in whole or in part if we reasonably believe you have breached this TOU, or any other related terms, guidelines or policies. Following termination, you will not be permitted to use the YP Sites/Services. If your access to the YP Sites/Services is terminated, we may exercise whatever means it deems necessary to prevent unauthorized access to the YP Sites/Services, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet service provider. This TOU will survive indefinitely unless and until we choose to terminate it, regardless of whether any account you open is terminated by you or us or whether or not you continue to use or continue to have the right to use the YP Sites/Services.

2.3

Intellectual Property Rights.

- a. **Unauthorized Use of Content.** Using the Services or accessing the YP Sites does not give you ownership of or any rights to any materials or content that may be provided to you in connection with your use of the YP Sites/Services, all of which is owned by Thryv, Inc., its licensors, or other entities, and is protected by copyright and other intellectual property rights. Except as expressly set forth in this TOU, you may not use, display, perform, copy, reproduce, represent, adapt, create derivative works from, distribute, transmit, sublicense or otherwise circulate by any means whatsoever any materials or content made available to you in connection with your use of the YP Sites/Services, without express permission from the owner or Thryv, Inc. (as applicable).
- b. **Unauthorized Use of Marks.** Using the YP Sites/Services does not give you any rights to use any of our trademarks, service marks, trade dress, trade names, or the like ("Thryv Marks") or third-party marks, used in connection with the YP Sites/Services, without express permission from the owner. Although Thryv, Inc. protects and defends its rights in its intellectual property, it may not be aware of unauthorized use of Thryv Marks by a third party; accordingly, do not rely upon any third party's use of any Thryv Marks in determining

whether a third party is affiliated with Thryv, Inc., as such use may be unauthorized.

2.4

Prohibited Conduct. You may use the YP Sites/Services any materials or content made available to you in connection with your use of the YP Sites/Services only as expressly permitted by this TOU and only in a manner that does not interfere with Thryv, Inc.'s right or ability to provide the YP Sites/Services or any third party's right or ability to use or enjoy the YP Sites/Services. Without limitation, you may not:

- a. Infringe, violate, or transgress any right of any party;
- b. Attempt to bypass, disrupt or interfere with the security, provision or use of the YP Sites/Services;
- c. Impersonate another person or entity, misrepresent your affiliation with a person or entity (including YP), or use a false identity;
- d. Attempt to obtain unauthorized access to the YP Sites/Services;
- e. Engage, directly or indirectly, in any type of unsolicited communication;
- f. Collect, manually or through an automatic process, information about other users without their express consent or other information relating to the YP Sites/Services;
- g. Submit false or misleading information to Thryv, Inc.;
- h. Violate any law, rule, or regulation;
- i. Use any Thryv Marks, domain names, or confusingly similar domains or other portion of the YP Sites/Services (including in connection with meta tags or other "hidden text") in advertising, promotions, or for other commercial purposes;
- j. Use the YP.com or YELLOWPAGES.com domain name or any domain name that is confusingly similar to this or another Thryv domain name as a pseudonymous return e-mail address for any communications that you transmit from another location or through another service;
- k. Link to or "frame" any YP Site (including deep linking to a specific portion of any YP Site) or overlay content on the Services or use or display the search results from the YP Sites/Services for your own or a third party's commercial benefit;
- l. Conduct script searches or use search results of the YP Sites/Services in a manner that results in the automated

display of any material or other information on a third party website;

- m. Use the YP Sites/Services to compile information about a product or service for use in connection with a listing for a competitive product or service;
- n. Take any action that may undermine the ratings or review or similar process(es) within the YP Sites/Services; or
- o. Assist any third party in engaging in any activity prohibited by this TOU. Thryv, Inc. reserves the right, but not the obligation, to monitor the YP Sites/Services for the purpose of determining that your usage is in compliance with this TOU.

2.5

Changes. Thryv, Inc. may change or discontinue any of the YP Sites/Services at any time without notice or liability to you or any third party.

3. Privacy Policy

You agree that we may collect, use, and share your provided or collected information in accordance with Thryv, Inc.'s [Privacy Policy](#).

4. Content and Feedback

4.1

Your Content. Some of the YP Sites/Services allow you to submit or generate content. If you submit or generate content, you must comply with the YP Sites' [User-Provided Content Guidelines](#). To the extent you have any intellectual property rights in such content, you will retain those rights subject to the grant of license in this Section. By uploading, posting or otherwise submitting content in connection with your use of the YP Sites/Services, you grant Thryv, Inc. (and its affiliates, distributors, and other contractors it may designate in its discretion) a non-exclusive, worldwide, perpetual, royalty-free, non-terminable, transferable, license, with the right to sublicense through multiple tiers, to use, distribute, reproduce, create derivative works of, publicly perform, publicly display and transmit such content for any purpose without any compensation, attribution, or other obligation to you. You agree not to submit content unless you have the right to grant this license for such content.

4.2

Feedback. If you submit ideas, suggestions or anything else about the YP Sites/Services (such as ways to improve the YP

Sites/Services) to us, you agree that we can use or publish that feedback for any reason, without payment or other compensation to you, forever and throughout the world. You agree not to submit any feedback to us in which you do not wish to grant such rights.

4.3

Third Party Content. The YP Sites may provide access to third-party content, such as user-provided reviews, other content submitted by users of the YP Sites/Services, content obtained from non-user third parties, and links to third-party websites. Thryv, Inc. does not, unless otherwise provided: (i) undertake any obligation to review, screen, or investigate materials or other information submitted or otherwise provided by third parties (including other users) in connection with the YP Sites/Services; (ii) undertake any obligation to review, screen, or investigate third parties who provide links to their websites (or the websites of other third parties) or the content of any such websites; or (iii) endorse any positions, ideas, ideologies, concepts, or opinions contained in such third-party content. Thryv, Inc. is not responsible for any third party materials or other information, including whether the information is accurate or suitable or available for your use, for the performance or operation of any third party website, for any products or services advertised or sold by any third party (including on or through a third party's website), or for any other action or inaction by any third party. Your use of any such third party websites will be subject to those terms to which you and the third party agree. Thryv, Inc. will have the right to delete or modify any third-party content in its sole discretion. You assume all risks arising out of or resulting from your transaction of business over the Internet, and you agree that Thryv, Inc. is not responsible or liable for any loss or damage resulting from your use of third-party content, websites, or services.

4.4

Objectionable Content. If you become aware of any objectionable third-party content, you may contact our [Customer Service](#) department to report it. We will address such requests if and to the extent we deem appropriate, in our sole discretion.

4.5

Third-Party Intellectual Property Policy (including DMCA). Thryv, Inc. respects the rights of others. If you believe any content published on or available through the YP Sites/Services infringes your rights, you must submit a complaint per our [Third-Party Intellectual Property Policy](#).

5. DISCLAIMERS, EXCLUSIONS, LIMITATIONS, AND INDEMNITY

5.1

DISCLAIMER OF WARRANTIES. THE YP SITES AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THRYV, INC. DOES NOT REPRESENT OR WARRANT THAT THE YP SITES OR SERVICES, THEIR USE, ANY INFORMATION PROVIDED IN CONNECTION THEREWITH: WILL BE UNINTERRUPTED OR SECURE; WILL BE FREE OF DEFECTS, DELAYS, INACCURACIES OR ERRORS; WILL MEET YOUR REQUIREMENTS; OR WILL OPERATE IN THE CONFIGURATION OR WITH HARDWARE OR SOFTWARE YOU USE. THRYV, INC. MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS TOU, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. THRYV, INC. MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY MATERIALS, INFORMATION, GOODS, OR SERVICES, WHETHER RECEIVED OR ACCESSED VIA ANY LINKS PROVIDED BY OR IN CONNECTION WITH THE SERVICES OR OTHERWISE, AND MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY GOODS OR SERVICES WHICH MAY BE PURCHASED OR OBTAINED FROM US OR ANY THIRD PARTY AS A RESULT OF USING THE SERVICES.

5.2

EXCLUSION OF DAMAGES. THRYV, INC. WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE SERVICES OR THE YP SITES, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION, THE COST OF ANY GOODS OR SERVICES WHICH MAY BE PURCHASED OR OBTAINED AS A RESULT OF USING THE SERVICES.

5.3

LIMITATION OF LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THRYV, INC. ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS TOU OR THE SERVICES EXCEED THE GREATER OF:

- A. AMOUNTS THAT YOU PAID THRYV, INC. FOR YOUR USE OF THE SERVICES;
- B. \$50; OR
- C. WITH RESPECT TO SERVICES SUBJECT TO ADDITIONAL TERMS, THE AGGREGATE LIABILITY AMOUNT SPECIFIED IN SUCH ADDITIONAL TERMS.

5.4

STATE LAW RIGHTS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. AS SUCH, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS APPLY, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5.5

Indemnity. You agree to indemnify, defend and hold Thryv, Inc. and its employees, representatives, agents, attorneys, affiliates, directors, officers, members, managers and shareholders ("Indemnified Parties") harmless from any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third party claim, demand or action ("Claim") brought or asserted against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach by you of any provision of this TOU or (ii) arising from, related to, or connected with your use of the YP Sites/Services. If you are obligated to provide indemnification pursuant to this provision, you may not settle compromise or in any other manner dispose of any Claim against the Indemnified Parties without the written consent of the Indemnified Parties.

6. Disputes

6.1

Governing Law/Venue/Waiver of Jury Trial/Waiver of Class Action. You agree that this TOU and any dispute arising in connection with your use or our provision of the YP Sites/Services will be governed by and construed in accordance with, Texas law without reference to the laws relating to conflicts of laws. Exclusive venue and jurisdiction for all claims and disputes that are not subject to Informal Dispute Resolution pursuant to Section 6.3, shall be in the state and federal courts located in Tarrant County, Texas, and you hereby consent and submit to the exclusive

jurisdiction and venue of those courts and waive any defenses or objections based on the jurisdiction, venue, or convenience of these exclusive venues. In any legal proceeding relating to this TOU or your use or our provision of the YP Sites/Service, 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.

6.2

Informal Resolution and Small Claims Court. If you have any dispute with us or any related third party, arising out of, relating to, or connected with the YP Sites/Services, you agree to contact our [Customer Service](#) department; provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account); and give us 30 days within which to resolve the dispute to your satisfaction. Any dispute may, at the option of the claiming party, be resolved in small claims court in Dallas, Texas, provided that all claims by all parties in the dispute fall within the jurisdiction of the small claims court, but must first be submitted to the informal resolution process set forth in this Section 6.2.

6.3

Exceptions to Applicability of Section 6 Terms. The terms of this Section 6 will apply to all disputes that may arise out of, are connected with or relate to this TOU or the YP Sites/Services, subject only to the following exceptions: (a) if we reasonably believe that you have in any manner acted or failed to act in any manner that may cause irreparable or costly harm to the YP Sites/Service, Thryv, Inc. or any third party or third-party property, then we may immediately seek injunctive or other appropriate relief in any court of competent jurisdiction regardless of any timing or other proscribed process steps set forth in a separate provision of this Section 6; and (b) to the extent certain services provided by Thryv, Inc. are subject to different dispute resolution provisions, which are provided for in the terms applicable to such services. Furthermore, in no event will the terms of this Section 6 limit our ability to investigate complaints or reported violations of this TOU or to take any action we deem necessary and appropriate to mitigate actions against Thryv, Inc., including reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties.

6.4

Limitation of Actions. Regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the YP Sites/Services,

must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

7. Force Majeure

Thryv, Inc. will not be liable for failing to perform under this TOU because of any event beyond its reasonable control.

8. General

This TOU (which includes all documents referenced above) supersedes all prior and contemporaneous agreements and understandings between you and Thryv, Inc. or its predecessors in interest or former entity names relating to the YP Sites/Services. You may not transfer your rights or obligations under this TOU without the prior written consent of Thryv, Inc. Thryv, Inc. may freely do so, in whole or in part. This TOU will be binding upon the successors and permitted assigns of you and Thryv, Inc. This TOU does not create any third party beneficiary rights. This TOU will be interpreted as if equally drafted by us and you. A party's failure or delay in exercising any right, power or privilege under this TOU will not waive its rights to exercise such right, power, or privilege in the future, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege under this TOU. You and Thryv, Inc. are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this TOU or your use of the YP Sites or Services. The invalidity or unenforceability of any provision of this TOU will not affect the validity or enforceability of any other provision of this TOU, all of which will remain in full force and effect. The terms "includes" or "including" mean "includes, but is not limited to" and "including, but not limited to" respectively.

9. Contacts

By providing your email address, you agree that we may send emails to you related to the YP Sites/Services. If you do not wish to receive general marketing emails, you can opt out by following the instructions in the message. Thryv, Inc. may send any legal notices to you via email, notification by a message to your account or regular mail. To give legal notice to Thryv, Inc., please send written communication to:

Thryv, Inc.
Attn: Legal Department
2200 West Airfield Drive
P.O. Box 619810
DFW Airport, TX 75261-9810

For other contact, please go
here: <https://corporate.thryv.com/contact-us/>

10. Terms for Registered Users (Consumer and Business)

IF YOU ACCESS ANY SERVICE THAT REQUIRES YOU TO CREATE AN ACCOUNT ACCESSIBLE THROUGH A USERNAME AND PASSWORD, THEN IN ADDITION TO THE GENERAL PROVISIONS OF THE TERMS OF USE (ABOVE) AND THE TERMS APPLICABLE TO ANY OTHER SERVICE THAT YOU ARE USING, THE FOLLOWING ADDITIONAL TERMS WILL APPLY TO YOUR USE OF THE SERVICES.

10.1

Account Security. You are solely responsible for keeping your password and all other account information confidential and for all use of your username and password, including, without limitation, any use by any unauthorized third party. It is your responsibility to maintain the security of your mobile device(s) from unauthorized access. Our employees will never ask for your password. If you are asked for your password, or if you believe someone may have obtained your password, you must contact our [Customer Service](#).

10.2

Keep Contact Information Current. You must provide and keep us up-to-date with accurate registration information, including name and email address. We may update your information with information available from third-party sources or otherwise available to us. The information you provide to register is subject to our [Privacy Policy](#).

10.3

Storage of Account Information. When using the YP Sites/Services, we may permit you to store data, preferences set by you, content or other information for your convenience, but we are under no obligation to retain any such data, preferences, content or other information, including, without limitation, any coupon that you may have stored, except where required by applicable law. Thryv, Inc., in its sole and absolute discretion, may terminate access to your account for any reason (including reasons related to unlawful or unauthorized usage). We have no obligation to retain a record, after such termination, of your

account or any data or information that you may have stored for your convenience by means of your account or the YP Sites/Services.

10.4

Opt-In to Site Activity Tracking and Contact by Us. By creating an account, you are deemed to have "opted-in" to all tracking, collection, use, and sharing of information permitted under our [Privacy Policy](#). Without limitation, you consent to Thryv, Inc.'s right to record your activity on the YP Sites, including any reviews, comments, responses and ratings made by you in connection with your use of the YP Sites/Services, and to use such information to improve or customize your experiences using the YP Sites. By registering, you agree to receive administrative emails from us periodically relating to your account, site services, and changes to these TOU, as well as commercial emails such as marketing offers and promotions, including third-party offers. You may change your email preferences or unsubscribe from marketing emails at any time in your account settings.

11. User-Provided Content Terms

IF YOU USE THE SERVICES TO SUBMIT, POST OR GENERATE CONTENT, THEN IN ADDITION TO THE GENERAL PROVISIONS OF THESE [TERMS OF USE](#), [PRIVACY POLICY](#) AND THE TERMS APPLICABLE TO ANY OTHER SERVICE THAT YOU ARE USING, THE FOLLOWING ADDITIONAL TERMS WILL APPLY TO YOU. SUCH CONTENT IS REFERRED TO BELOW AS "USER-PROVIDED CONTENT."

11.1

We reserve the right, but does not assume the obligation, to refuse to post or remove any User-Provided Content that violates our Publication Standards, in our sole and absolute discretion.

11.2

Publication Standards for YP Sites. You represent and warrant that you will not post any of the following on the YP Sites:

- a. Any content that is unlawful, harmful, offensive, threatening, abusive, harassing, invasive of privacy or publicity rights, defamatory, libelous, vulgar, obscene, pornographic, indecent, lewd, suggestive, profane, hateful, or racially, ethnically or otherwise objectively inappropriate material of any kind, including, but not limited to, content or images related to child abuse, human trafficking, sex trafficking, prostitution, excessive violence, or any content that encourages or incites a third party to engage in conduct that would constitute a

criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law;

- b. Content that is intended to annoy, harass or anger other users, (e.g., "trolling"), or reviews or comments that are exclamatory, inflammatory, or otherwise appear to be purposefully deceptive or not based on actual personal knowledge or experience (as determined by us in our sole discretion);
- c. Assertions of patently unlawful conduct, including allegations of occurrences of illegal activity or criminal behavior, malpractice, purposeful overcharging, or health code violations, or false, misleading, deceptive or fraudulent advertising, including savings claims that do not offer provable savings or unsupported health claims (To report such assertions of illegal activity or criminal behavior, Thryv, Inc. encourages you to contact the local police or appropriate authorities who have the ability to investigate and handle such situations, and Thryv, Inc. may contact local authorities to investigate criminal allegations posted on the YP Sites if warranted.);
- d. Political campaigning, chain letters, mass mailings of any kind or any form of SPAM, or reviews that contain the transmission, distribution or delivery of any unsolicited bulk or commercial e-mail;
- e. Individual information of other users or messages soliciting the submission of such personal information, including email addresses, website addresses, phone numbers, postal addresses and/or other personally identifiable information;
- f. Reviews submitted by the reviewed business's owners, employees (past or present), family members, agents, affiliates and/or competitors that do not explicitly disclose the relationship between the reviewer and the business;
- g. Content that impersonates, disguises or conceals the identity of any person or entity or otherwise misrepresents a user's affiliation with a person or entity, including the reviewed business or a competitor;
- h. Any content that is promotional or commercial in nature, or is inappropriate or inaccurate based on the applicable subject matter, location or topic;
- i. Content that is not legible or intelligible, that is encrypted or that contains viruses, malware, trojan horses, worms, time bombs, cancelbots, tracking mechanisms, or other computer programming code or routines that are intended to interfere

with, damage, erase, follow, intercept or appropriate any system, data, individual user or personal information;

- j. Any content that may infringe any patent, trademark, trade secret, publicity rights, copyright or other intellectual or proprietary right of any party;
- k. Any content that involves unlawful advertising for or promotes unlawful use or sale of alcohol, tobacco, controlled or illegal substances, or weaponry, gambling, casinos, off-track betting, online gambling, or other gambling of any form, or that promotes or has a connotation with any illegal activity; and
- l. Content that violates any publication or business standards or policies of Thryv, Inc. as determined by us in our sole discretion.

11.3

If you see objectionable content in the course of your use of the YP Sites/Services, you may report such content to us through any available reporting means as provided through the YP Sites/Services (e.g., Flag, Feedback form, etc.) or by contacting our Customer Service. Thryv, Inc. reserves the right to address such requests in any manner in its sole discretion.

11.4

Thryv, Inc. may take measures to remove User-Provided Content from the business listing(s) of an advertiser or business who has decided to "opt-out" of the addition of all such supplemental material to its business listing(s), but will not otherwise edit or remove User-Provided Content, including reviews, photos, ratings or commentary, except as per this Section 11.

12. Third-Party Intellectual Property Policy

12.1 Copyright Policy

Thryv, Inc. respects the copyright of others and we expect our users of the YP Sites and Service to do the same. We have adopted a policy towards alleged copyright infringement in accordance with the Digital Millennium Copyright Act ("DMCA"). We reserve the right to remove, suspend, terminate access, or take other appropriate actions against users or third parties that we believe, in good faith, to be repeat offenders of our policy against infringing copyrighted material. It is important to note that Thryv, Inc. does not determine copyright ownership in the event of a dispute. We will remove content, as required by law, from our site if we receive a complete and valid takedown notice. The party whose material has been removed then has the ability to respond with a counter notice. If and when we receive a valid counter

notification, we will forward it to the person who submitted the original takedown request. If the dispute continues, it will be up to the two parties to settle the issue.

12.2 To File a Copyright Complaint (DMCA)

a. If you believe that any material on or accessible through the YP Sites or Service infringes your copyright, pursuant to section 512(c) (3) of the DMCA, please send us a written notice requesting takedown per the DMCA, containing the following necessary information to our Designated Agent, listed below, or to dmcanotices@thryv.com:

1. Identification of the copyrighted work(s) or material(s) claimed to be infringed;
2. Identification of the material that is claimed to be infringing, or to be the subject of allegedly infringing activity and that is to be removed, and information reasonably sufficient to permit us to locate and verify the material;
3. Your contact information sufficient for us to identify you, including: name, and address, telephone number and/or email address. If you are not the owner of the copyrighted material that has been allegedly infringed, please describe your relationship to the copyright owner;
4. Include the following statement: *"I have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law."*;
5. Include the following statement: *"The information in this notice is accurate, and under penalty of perjury, I am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."*; and
6. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

b. After receiving a properly-submitted DMCA notice sent to our Designated Agent, it is our policy to:

1. Remove or disable access to the allegedly infringing work or material;
2. Notify the content provider, member, or user who posted it that we have removed or disabled access to the work or material and that they can file a counter-notice if they believe they have the right to use or post the material; and

3. In the case of repeat infringers, remove the allegedly infringing material and terminate such content provider's access to the service.

Please note that, if we take action on your request, our notification to the content provider, member or user who posted the allegedly-infringing material includes a complete copy of your Copyright Complaint (which may include your name, address, phone and email address). If you do not wish your contact information to be provided, you may want to consider using an agent to report the complaint on your behalf.

12.3 Copyright Complaint (DMCA) Counter-Notification Policy

- a. If you believe your material which was removed is either not infringing or you believe you have the right from the copyright owner, the copyright owner's agent or pursuant to the law to post such material, you must submit a counter-notice containing the following information to the Designated Agent listed below:
 1. Identification of the material that was mistakenly removed or disabled from access, in writing;
 2. A description that reasonably identifies the material that has been removed, or to which access has been disabled, and the location of the material prior to its removal;
 3. Your name, address, telephone number and email address;
 4. Include the statement: "I swear under penalty of perjury that I have a good faith belief that the material was removed or disabled from access as a result of mistake or misidentification of the material to be removed or disabled.";
 5. Include the statement: "I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located or any judicial district in which the service provider may be found, and I will accept service of process from the person who provided the notification under Section 512(c)(1)(C) or an agent of such person."; and
 6. A physical or electronic signature of the content provider, member or user.
- b. If we receive a valid counter-notification, we may send a copy of such notice to the original complaining party informing them that we may restore the removed material or cease disabling it in 10 to 14 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the

removed material may be replaced, or access to it restored, in 10 to 14 business days, or more, after receipt of the counter-notice.

12.4 Copyright Repeat Infringers

When appropriate, we will terminate a repeat infringer's access to its accounts. If you believe that a user is a repeat infringer, please follow the instructions above to contact us and provide information sufficient for us to verify that the user is a repeat infringer.

12.5 Designated Agent

Please contact Thryv, Inc.'s Designated Agent for DMCA copyright complaints at:

Copyright Manager – Designated Agent for DMCA Notices
Thryv, Inc.

2200 West Airfield Drive
P.O. Box 619810
DFW Airport, TX 75261-9810

Email: dmcanotices@thryv.com

12.6 Trademark Policy.

A trademark is a word, slogan, logo, symbol or design that can be used to distinguish the products or services offered by one party from those offered by others. Thryv, Inc. also respects the trademark rights of third parties and we expect our users of the YP Sites and Service to do the same. We reserve the right to remove, suspend, terminate access, or take other appropriate actions against users or third parties that we believe, in good faith, to be repeat offenders of our policy against infringing trademarked material.

12.7 To File a Trademark Complaint

a. To report a claim of trademark infringement, please provide the following items to dmcanotices@thryv.com:

1. Your complete contact information, including: full name, telephone number, address and email. If you are not the owner of the trademark that has allegedly been infringed, please describe your relationship to the trademark owner;
2. The specific word, symbol, etc. to which you claim trademark rights;

3. The basis of your trademark rights, including, if applicable, the application or registration number;
 4. The country in which you claim trademark rights;
 5. The products and/or services covered by your claimed trademark rights;
 6. Identification of the material that is claimed to be infringing, including information regarding the location of the allegedly infringing materials that you seek to have removed, with sufficient detail so that we are capable of finding such material. The easiest way to do this is to provide a URL which leads directly to the allegedly infringing content;
 7. A statement detailing why the use of the trademark(s) at issue in the allegedly infringing materials creates consumer confusion as to source, origin, affiliation or endorsement;
 8. A statement representing that the trademark(s) at issue was registered and/or in use prior to the alleged infringement;
 9. The following statement: "I represent that the information in this notification is true and correct and that I am authorized to act on behalf of the trademark owner."; and
 10. Your electronic or physical signature.
- b. If we receive all of the above requested information, we will process your claim and consider whether to remove the allegedly infringing material. If we remove the content, we will issue a warning to the party that posted the content alerting them the material was removed due to a claim of trademark infringement. **We may provide them with your contact information, including your name and email address. If they believe the content was improperly removed, they will be encouraged to contact you directly to resolve the issue. If you do not wish that your contact information be provided, you might want to consider using an agent to report the Complaint on your behalf.** In some cases, the removed material may be restored and you will be notified.

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