

Thryv SM Domain Based Gmail® Terms and Conditions

Last Updated April 2023

If you have ordered Domain Based Gmail® (the “**Service**”), you agree to the following additional terms and conditions (the “**Gmail Terms**”) relating to the Service. You acknowledge and agree that fulfillment of the Service requires that you also purchase a Thryv software solution, v. 4.0 or higher, and maintain it throughout the term of your Service. Access to the Service is provided solely in accordance with, and subject to, these Gmail Terms, the Thryv Terms and Conditions, our Privacy Policy, your Order, and any other Additional Terms as may apply (this “**Agreement**”). Capitalized terms used in these Gmail Terms and not otherwise defined herein shall have the meanings provided in the Thryv Terms and Conditions.

1. Definitions

- a) “**Google**” means Google LLC.
- b) “**Google TOS**” means the [Google Workspace Terms of Service](#), as updated from time to time, and any other policies, guidelines, or terms that govern use of the Service. The Google TOS is a contract between you and Google LLC.
- c) “**Intellectual Property Rights**” means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
- d) “**SLA**” means the [SLA](#) or Service Level Agreement as defined in the Google TOS.

2. Service Description

- a) You acknowledge and agree that your use of the Service is subject to the terms of the Agreement and the [Google TOS](#). Upon your first log in to the Service, and prior to using the Service, you must accept the [Google TOS](#) without alteration or amendment. The [Google TOS](#) is a contract between you and Google. We will have no liability for performance of the Service other than as set forth in this Agreement.
- b) Google may update or modify the Service at any time, upon notice. We will use commercially reasonable efforts to provide thirty (30) days’ advance notice of any such modification. Your continued use of the Service after notice of a change in the Service (including a change in fees) indicates your consent to such change. If you do not agree with any such change your exclusive remedy is to terminate the Service.

c) We will provide first-level technical support for the Service consistent with the Agreement. Google will provide technical support for the Service as is set forth in the [Google TOS](#).

3. Termination

We may elect to terminate the Service at any time without cause and discontinue offering the Service upon notice. We will use commercially reasonable efforts to provide you with at least thirty (30) days' advance written notification of such termination and, upon termination, we or Google may offer you the option to migrate directly to Google, another Authorized Reseller, or to a similar service provided by a third party or by us.

4. Representations

In addition to your other representations under the Agreement, you agree and acknowledge that:

- neither Google nor we have any obligation to provide you with advance notice of any changes in the Service;
- Google may monitor your use of the Service;
- we do not back up data stored with Gmail and cannot recover any data or documents that have been deleted from the Service;
- if you breach the Agreement or if your Thryv account has been suspended or terminated for any reason, your account with Google for the Service may also be suspended or terminated; and
- all ownership rights, title, and Intellectual Property Rights in and to the content accessed through any Service or reseller tools are the property of the applicable content owner and may be protected by copyright or other applicable laws.

5. Mandatory Communications / Your Data

a) You agree and acknowledge that we may provide Google with your contact and related information and that Google may use such information to communicate directly with you for the following purposes:

- as required to execute any non-standard orders;

- for purposes related to the provisioning of the Service to your account, including in relation to any Service updates or security incidents;
- as required to ensure you are notified of available options to maintain continuity in Service provisioning; and
- to conduct customer service and satisfaction surveys.

b) Google will use your contact information to inform you about new or additional Google products related to the Service. Google will use reasonable efforts to allow you to opt out of receiving such communications at any time.

c) We may disclose your information to Google as reasonably required for Google to provide technical support to us in connection with support issues regarding the Service.

d) Except as otherwise set forth in the Agreement, we will not disclose your information to Google without your consent.

6. Service Levels

The [SLA](#) sets out your sole and exclusive remedy for any failure by Google to meet the [SLA](#). You must request any such remedies under the [SLA](#) directly from us.

7. Indemnification

In addition to your other indemnification obligations under the Agreement, you agree to indemnify us against any third party claims to the same extent you indemnify Google under the [Google TOS](#).