



# Terms of Use

*EFFECTIVE DATE 10/12/2025*

## 1. INFORMATION ABOUT US

- 1.1 We operate the Thryve website and online platform (“Platform”). We are Thryve, a company registered in England and Wales, with our current registered office at 71–75 Shelton Street, London, England, WC2H 9JQ. You can contact us at [hello@thryveclub.co.uk](mailto:hello@thryveclub.co.uk) or through the Contact Us page on our website.
- 1.2 All references to “Thryve”, “we”, “our” and “us” mean Thryve. References to “you” and “your” mean any user of the Platform and holder of a membership (“Membership”).

## 2. THESE TERMS

- 2.1 These terms (together with our Privacy Policy and Cookie Policy) (“Terms”) explain the legal terms that apply to your Membership and your use of the Thryve website and Platform.
- 2.2 By registering for an account, you become a holder of a Membership and agree to comply with these Terms.
- 2.3 We may update these Terms from time to time. When this happens, we may notify you or ask you to accept the updated Terms before continuing to use the Platform.
- 2.4 You are responsible for ensuring that you have permission to use any devices you access the Platform from, and you may be charged by your service

provider for internet access. You are responsible for any activity carried out on a device you use to access your account.

- 2.5 We process your personal data in line with our Privacy Policy. By using the Platform, you agree that the personal data you provide will be accurate, complete and kept up to date, and that it will be used for purposes connected with your Membership.
- 2.6 You acknowledge that internet transmissions are not completely secure and that information shared through the Platform may be intercepted or accessed by others.

### **3. JOINING THE PLATFORM**

- 3.1 To use the Platform, you must register and create an account ("Account"). You are responsible for all activity that occurs under your Account and must keep your login details secure. If you believe your Account has been accessed without your permission, you should notify us as soon as possible. We may suspend or disable your Account if we believe it has been compromised or if you breach these Terms.
- 3.2 The information you provide when creating your Account must be accurate, complete and kept up to date. By creating an Account, you confirm that you are at least 18 years old and resident in the United Kingdom or the European Union.
- 3.3 When you register, you become a member of Thryve ("Membership"). Some elements of your profile may be visible to other members unless you choose to adjust your visibility settings.
- 3.4 If eligible, you may also:
  - 3.4.1 create a business profile to promote your services or activities on the Platform
  - 3.4.2 upgrade to a Premium Membership, which provides additional features and benefits
  - 3.4.3 link your personal and business profiles if your business already exists on the Platform

- 3.5 Premium Members may be able to link a supported payment card to their Account in order to access discounts or benefits offered through the Platform. Linked cards are provided by independent third-party providers, and you will be required to enter into a separate agreement with the relevant provider. This feature is only available in supported regions.
- 3.6 If you do not pay an applicable membership fee on time, your Account may be downgraded to a free tier, which may limit access to Premium features or benefits.

#### **4. REWARDS AND OUR RIGHT TO COMMISSION**

- 4.1 Members may become eligible to earn rewards ("Rewards") through certain actions or interactions carried out on the Platform. These actions may include purchases, engagement activities or any other criteria we define from time to time. Details of how Rewards can be earned, and any conditions that apply, will be communicated on the Platform.
- 4.2 Rewards may be issued or applied automatically or manually. We may refuse, remove or reverse any Reward if an activity is not approved by us, has been submitted in error or is found to breach these Terms or any other policies referenced within them.
- 4.3 If a Reward is intended to be provided to another member, you agree to follow any instructions given on the Platform relating to the timing or method of applying that Reward. Failure to follow these instructions may result in limitations being placed on your Membership.
- 4.4 Rewards are not guaranteed and may change, vary or be withdrawn at any time. If Rewards have been issued incorrectly or in breach of these Terms, we may cancel them or adjust your Reward balance. If incorrectly issued Rewards have already been redeemed, we may request repayment equal to the value redeemed or offset the value against future Rewards.
- 4.5 Rewards have no cash value unless and until they are redeemed for a benefit that we make available. All Rewards remain our property until redemption. The redemption value of any Reward will be determined by us at the time you

redeem it. You are responsible for any tax or similar obligations that arise from the redemption or use of Rewards.

4.6 Payments made through the Platform may be processed by a selected third-party payment partner ("Payment Partner"). Use of any Payment Partner's services is subject to their terms and conditions, which you must agree to before completing any applicable payment or Reward-related activity.

## 5. AWARD AND USE OF REWARDS

5.1 We may award Rewards to members for engagement, loyalty or for completing eligible actions on the Platform. The number, type and availability of Rewards will be determined by us in our sole discretion and may change over time.

5.2 Rewards may be redeemed in ways made available on the Platform from time to time, which may include:

- 5.2.1 applying eligible discounts to supported payment cards; or
- 5.2.2 applying discounts directly within the Platform, including (but not limited to) vouchers, subscriptions or other services and benefits we choose to offer.

5.3 Rewards may expire if they are not used within a reasonable timeframe. Any applicable expiry dates or conditions will be communicated on the Platform. We may, at our discretion, modify or remove expiry rules from time to time.

5.4 If Rewards have been issued in error, collected in breach of these Terms, or otherwise incorrectly applied, we may cancel, remove or adjust them without liability to you. If incorrectly issued Rewards have been redeemed, we may request repayment equal to the value redeemed or offset that value against future Rewards.

5.5 Rewards have no cash value and cannot be exchanged for money. Rewards remain our property until the point they are redeemed for an eligible benefit. The redemption value of any Reward will be determined by us at the time of redemption. Rewards may not be transferred, assigned or sold unless expressly permitted by us.

5.6 You are responsible for any tax or similar obligations that arise from the receipt or redemption of Rewards.

5.7 We may change, suspend or withdraw the Reward system, or any Reward type or redemption method, at any time.

## **6. THE OFFER OF SERVICES VIA THE PLATFORM**

6.1 From time to time, the Platform may make certain services, features or offers available to members. These may be provided directly by Thryve or by independent third-party providers. The availability, scope and nature of these services may change.

6.2 If you choose to access or purchase a service offered by a third-party provider or Business Member, your contract will be directly with that provider. Thryve is not a party to these agreements. The provider is solely responsible for delivering the service, setting any terms of supply and ensuring its quality, suitability and performance.

6.3 We may pass information to you on behalf of a provider, including confirming whether an order has been accepted, declined or is no longer available. If a provider informs us that a service cannot be supplied – for example due to availability issues, operational concerns or changes to their agreement with Thryve – we will notify you where reasonably possible. Where appropriate and at our discretion, we may assist in arranging a refund for any payment already made.

6.4 If a service is delivered only in part, you will not be charged for the portion not fulfilled. Any additional or overpaid amounts may be refunded where appropriate.

6.5 Thryve does not guarantee the availability, suitability, delivery time or performance of any service offered by third-party providers or Business Members. Responsibility for the quality, ongoing support, maintenance and any related obligations lies solely with the provider supplying the service.

## **7. BUSINESS MEMBERS**

- 7.1 You may choose to create a business profile on the Platform to promote your services, products or activities (“Business Member”). A personal Membership is required before you can create a business profile.
- 7.2 By creating or managing a business profile, you confirm that you have the right to represent the business or activity you list on the Platform. This applies equally to registered companies, sole traders, freelancers, partnerships or any other type of commercial activity.
- 7.3 When using the Platform as a Business Member, you agree that the information you provide about your business will be accurate, complete and kept up to date; that your business profile and any content you post will comply with these Terms; that you are responsible for any offers, promotions or services you provide through the Platform; and that you will conduct your business interactions in a fair and lawful manner.
- 7.4 If a user chooses to purchase or engage with a service you offer through the Platform, the resulting agreement is strictly between you and the customer. Thryve is not a party to that agreement. You are solely responsible for delivering the service, setting any applicable terms, and ensuring its quality, suitability and performance. Thryve does not guarantee the visibility, reach or performance of any business profile or listing and may modify, limit or remove business features from time to time.
- 7.5 We may carry out checks to verify the identity, legitimacy or trading status of a business before or after a business profile is created. This may include requesting supporting documentation or using third-party verification providers. We reserve the right to refuse, restrict or remove a business profile if the verification process cannot be completed, if the information provided is incomplete or inaccurate, or if we have reasonable concerns about the legitimacy or conduct of the business.
- 7.6 Business Members must not misrepresent their identity, qualifications, services, pricing, availability, affiliations or any other material information. You must not impersonate another business, claim endorsements or approvals you do not have, or post misleading, inaccurate or deceptive content. We may remove or suspend a business profile if we believe it has engaged in commercial misrepresentation.

- 7.7 Business Members must use the Platform in a responsible and fair manner. This includes not spamming users with unsolicited messages, not posting excessive or irrelevant promotional content, not using the Platform in a manner that disrupts other users' experience and not exploiting Platform features in a way that is abusive or inconsistent with their intended use. We may limit, restrict or suspend business accounts that breach fair use expectations.
- 7.8 We may restrict, suspend or remove a business profile if we believe it breaches these Terms, fails verification checks, contains misleading information or is used in a way that may cause harm to Thryve or other users.

## **8. INHERITING REWARDS FROM DECEASED MEMBERS**

- 8.1 Rewards held under a Membership may be transferred to the estate or nominated beneficiary of a deceased member, provided a valid request is submitted along with any documentation we reasonably require, such as proof of death or authority. Once validated, the Rewards will be transferred either to an existing account belonging to the beneficiary or to a new account created for that purpose.
- 8.2 Any Rewards transferred in this way will continue to be subject to these Terms, including any expiry dates, usage rules or redemption conditions that applied at the time of transfer. If we cannot validate the request due to missing information or conflicting evidence, we may refuse or delay the transfer until the required documentation is provided.
- 8.3 Rewards cannot be exchanged for cash, and any transfer relates only to the redeemable value of the Rewards at the time of the member's death. We may update or amend the process for transferring Rewards from time to time.

## **9. LICENCE**

- 9.1 We grant you a personal, revocable, non-exclusive and non-transferable licence to access and use the Platform on your devices. This licence is granted strictly for your own use and remains subject to these Terms and any

additional policies we publish from time to time. All other rights are reserved by us.

- 9.2 You must not copy, modify, distribute or create derivative works from any part of the Platform, except where such actions are necessary for normal use, such as temporary copies made through browsing or routine backup processes.
- 9.3 You must not rent, lease, sub-license, loan or otherwise make the Platform available to any third party without our prior written permission.
- 9.4 You must not attempt to bypass, interfere with or disrupt the security, integrity or performance of the Platform, nor attempt to access any data or areas you are not authorised to access.
- 9.5 You must not extract, harvest or collect data from the Platform, nor attempt to reverse-engineer, decompile or otherwise obtain the source code of the Platform, except where such activity is expressly permitted by law and only to the extent necessary for achieving interoperability with another software program. Any information obtained through such legally permitted activity must be kept secure, used only for interoperability and not disclosed to any other person.
- 9.6 You must not use the Platform in any unlawful, fraudulent, harmful or abusive manner, including introducing malicious code or attempting to gain unauthorised access to our systems or other users' accounts.
- 9.7 You must comply with all applicable laws and regulations relating to technology, data and online services when using the Platform.
- 9.8 We may suspend, restrict or withdraw your licence and access to the Platform if you breach these Terms, if your conduct presents a risk to other users or to the Platform, or where necessary to protect our business or comply with legal obligations.

## **10. USER GENERATED CONTENT AND CONDUCT**

- 10.1 The Platform may allow you to submit, upload, post, share or interact with content ("User Generated Content"), including comments, reviews, messages,

images or other material. You are responsible for all User Generated Content you submit or make available through the Platform.

- 10.2 By providing User Generated Content, you confirm that you have the necessary rights, permissions and authority to share it, and that doing so will not infringe the rights of any other person.
- 10.3 You must not upload, share or transmit any content that is unlawful, harmful, defamatory, discriminatory, hateful, harassing, obscene or otherwise inappropriate. You must not post content that infringes intellectual property rights, contains or transmits viruses or harmful code, encourages unlawful behaviour or breaches any applicable laws.
- 10.4 You must not include personal information about another individual unless you have their clear permission to do so. You must not misrepresent your identity or affiliation, impersonate any person or business, or post misleading, inaccurate or deceptive information.
- 10.5 We may remove or restrict User Generated Content that breaches these Terms or that we consider harmful, misleading or inappropriate, or that may adversely affect other users or the Platform.
- 10.6 If you have concerns about content appearing on the Platform, you can contact us at [hello@thryveclub.co.uk](mailto:hello@thryveclub.co.uk).
- 10.7 The Platform may contain links to third-party websites or services. These are provided for convenience only. Thryve does not endorse, control or take responsibility for the content or availability of any third-party site. Accessing third-party sites is entirely at your own risk.
- 10.8 You must not misrepresent your relationship with Thryve, misuse our branding, or remove, alter or obscure any brand elements displayed on the Platform. You must not frame or display the Platform, or any part of it, on another website, nor use the Platform in a way that suggests endorsement by Thryve where none exists.
- 10.9 Users remain solely responsible for any content they upload. By submitting User Generated Content, you grant Thryve a worldwide, royalty-free licence to use, store, reproduce, adapt and display that content for the purpose of operating, improving and promoting the Platform.

## **11. LINKS TO AND FROM OTHER WEBSITES**

- 11.1 The Platform may contain links to third-party websites or services. These links are provided for convenience only. Thryve does not endorse, control or take responsibility for third-party sites, their content, or their availability. If you choose to access a third-party website, you do so entirely at your own risk.
- 11.2 You must not use any Thryve branding, including our logo, in a way that removes, obscures or alters its appearance, or in a way that suggests endorsement, approval or partnership without our prior written permission.
- 11.3 You must not create links to the Platform in a manner that misrepresents your relationship with Thryve, implies endorsement where none exists, or damages our reputation.
- 11.4 You must not frame or display the Platform, or any part of it, on another website, nor use the Platform for any purpose other than its intended and lawful use.

## **12. INTELLECTUAL PROPERTY**

- 12.1 All intellectual property rights in the Platform, including its technology, software, design, branding, logos, content, features and data, are owned by Thryve or licensed to us. These rights are protected by copyright, trademark and other intellectual property laws. Your Membership gives you a personal, limited licence to use the Platform in accordance with these Terms. It does not give you ownership of any part of the Platform.
- 12.2 You must not copy, reproduce, distribute, publish, modify or create derivative works from any part of the Platform unless we have given you prior written permission. You must not use any of Thryve's branding, including our name or logo, without our consent, except where it is displayed as part of your permitted use of the Platform.
- 12.3 You retain ownership of any content you upload or submit to the Platform ("User Generated Content"). However, by submitting such content, you grant Thryve a worldwide, royalty-free licence to use, store, reproduce, adapt,

publicly display and distribute that content as needed to operate, improve and promote the Platform.

- 12.4 You confirm that you have the rights and permissions required to upload any User Generated Content and that doing so does not infringe the rights of others. You agree not to upload content that infringes any copyright, trademark or other intellectual property rights of any third party.
- 12.5 This licence to Thryve continues for as long as your content remains available on the Platform and for a reasonable period afterwards for backup, legal, operational or archival purposes.

### **13. TERMINATION AND SUSPENSION OF MEMBERSHIP**

- 13.1 We may suspend, restrict or terminate your Membership or access to the Platform if we believe you have breached these Terms, used the Platform in a way that may cause harm to Thryve, other users or third parties, or if we have reasonable concerns about the security or integrity of your Account. In serious cases, we may suspend your Account immediately while we investigate the issue. Examples of situations where we may suspend or terminate your Membership include misuse of the Platform or related services, breach of content or conduct rules, breach of licence restrictions, or breach of any agreements relating to Rewards available through the Platform.
- 13.2 Your Membership may also be suspended if you do not pay fees owed to us by the date set out in a notice we send you, or if we are investigating concerns about your use of the Platform. During suspension, your access to certain features may be limited, and you may not be able to earn or redeem Rewards.
- 13.3 You may end your Membership at any time by contacting us at [hello@thryveclub.co.uk](mailto:hello@thryveclub.co.uk). Any fees already paid for Membership, advertising or other services are non-refundable unless required by law.
- 13.4 If a suspension continues for 28 days or more, or if we conclude that termination is appropriate following an investigation, we may terminate your Membership. When your Membership ends, whether by you or by us, your profiles may be removed from the Platform, any Rewards or similar benefits

remaining in your Account may be cancelled, and your right to use the Platform under these Terms will cease. To the fullest extent permitted by law, we are not responsible for any loss or damage arising from the removal of your profiles or the cancellation of Rewards when your Membership ends. Any parts of these Terms intended to continue after termination, including intellectual property, liability, indemnity and dispute resolution provisions, will remain in effect.

- 13.5 If your Account or Membership has been suspended or terminated, you may contact us at [hello@thryveclub.co.uk](mailto:hello@thryveclub.co.uk) to request a review. While we are not obligated to reverse any decision, we will consider your request and may restore access where we believe it is appropriate to do so.
- 13.6 We may retain certain information from your Account after your Membership ends, including for legal, regulatory, security, backup or operational purposes. Personal data will be handled in accordance with our Privacy Policy. You may request deletion of your data where permitted by law.
- 13.7 Where your Account has been suspended rather than terminated, we may reactivate it once the underlying issue has been resolved. This may include settling any outstanding fees, providing requested information, completing verification checks or addressing a breach of these Terms. Reactivation is at our discretion and may require you to accept updated Terms or policies.

#### **14. THIRD PARTY PROVIDERS**

- 14.1 The Platform may allow you to access, purchase or engage with services, content or products provided by independent third-party providers or Business Members. If you choose to use or purchase any third-party service, your agreement is solely with the provider offering that service. Thryve is not a party to, and has no responsibility for, any contract formed between you and a third-party provider.
- 14.2 We do not endorse, control or guarantee the availability, quality, suitability or performance of any third-party services offered through the Platform. Providers are entirely responsible for the services they supply, including their content, pricing, delivery, terms of supply and customer support. Any issues,

disputes or claims relating to third-party services must be resolved directly between you and the provider.

- 14.3 Thryve may display information or offers on behalf of third-party providers, but this does not constitute an endorsement or recommendation. We may also facilitate communication between you and a provider, but we are not responsible for the content of those communications or for any decisions you make based on them.
- 14.4 If a third-party provider informs us that a service you have requested cannot be supplied or has become unavailable, we may notify you where reasonably possible. Where appropriate and at our discretion, we may assist in arranging a refund of any payment already made, but we are not responsible for ensuring that a refund is issued.
- 14.5 Your use of third-party services may be subject to the provider's own terms and conditions and privacy policies. You are responsible for reviewing and complying with any such terms before using or purchasing their services. Access to third-party services through the Platform does not give you any rights to those services beyond those granted by the provider.
- 14.6 Thryve reserves the right to restrict, suspend or permanently remove any third-party provider or Business Member from the Platform at any time. We may do this where we believe the provider has breached these Terms, failed verification checks, provided misleading or inappropriate content, received repeated complaints, supplied unsafe or poor-quality services, acted unlawfully, or otherwise poses a risk to Thryve, its users or its reputation. We may also remove providers where it is necessary to protect the integrity, safety or proper functioning of the Platform.
- 14.7 Third-party providers must comply with a basic standard of conduct when using the Platform. This includes providing accurate and up-to-date information about their identity, services and pricing; responding to users in a fair and timely manner; delivering services safely, professionally and in accordance with any descriptions or commitments they make; and acting in a lawful and responsible way when interacting with users or representing themselves on the Platform.

- 14.8 Providers are expected to deliver services that meet reasonable standards of quality, safety and professionalism. This includes ensuring that services are fit for purpose, are delivered within a reasonable timeframe, and comply with any legal or regulatory requirements applicable to their industry. Providers are responsible for addressing any complaints or issues relating to the services they supply and for resolving disputes directly with users.
- 14.9 We may, at our discretion, conduct checks, reviews or audits of third-party providers. This may include verifying business information, requesting documentation, reviewing service delivery, investigating complaints or assessing compliance with these Terms. Providers must co-operate with any such requests. Failure to co-operate or to provide requested information may result in restrictions or removal from the Platform.
- 14.10 Nothing in this section limits Thryve's right to take any action we consider necessary to protect users, maintain trust in the Platform or comply with legal or regulatory obligations.

## **15. WARRANTIES AND DISCLAIMERS**

- 15.1 We aim to ensure that information provided through the Platform is accurate and up to date, but we do not guarantee that all content, features or information available through the Platform will always be complete, reliable or current. Any information provided through the Platform is for general guidance only and should not be relied upon as professional, legal, financial or medical advice. You should obtain advice from a qualified professional where appropriate.
- 15.2 The Platform is provided on an "as is" and "as available" basis. We make no representations, warranties or guarantees, whether express or implied, regarding the Platform, including but not limited to its accuracy, availability, reliability, security or suitability for your particular purposes. We do not guarantee that the Platform will be free from errors, interruptions, delays, defects, viruses or other harmful components.
- 15.3 We do not guarantee that your use of the Platform will generate any particular results, savings, outcomes, customer engagement or commercial

benefit. Any examples, illustrations or descriptions of potential outcomes are provided for general information only and are not guarantees.

- 15.4 The Platform may display, link to or use content supplied by third parties, including information from service providers, business members or external sources. Such content is the responsibility of the relevant third party, and we do not guarantee its accuracy, completeness or reliability. Inclusion of third-party content does not constitute endorsement by Thryve.
- 15.5 We may release Beta or experimental features from time to time. These features may be incomplete, may change at any time and may not operate consistently or reliably. Your use of Beta features is at your own risk, and we do not guarantee their functionality, availability or performance.
- 15.6 The Platform has not been developed to meet your individual requirements. You are responsible for ensuring that the Platform meets your needs before using it. You are also responsible for configuring your own devices and systems to access the Platform and for using appropriate security, antivirus and protective software.
- 15.7 From time to time, the Platform may be unavailable due to maintenance, updates or matters beyond our reasonable control. We may attempt to provide notice of planned maintenance where reasonable, but we do not guarantee uninterrupted or error-free access to the Platform.
- 15.8 To the fullest extent permitted by law, all implied terms, warranties, representations or conditions not expressly stated in these Terms are excluded.

## 16. LIABILITY

- 16.1 Nothing in these Terms excludes or limits our liability where it cannot be excluded or limited by law, including liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.
- 16.2 To the fullest extent permitted by law, we will not be liable to you for any indirect, incidental or consequential losses. This includes loss of profits, revenue, business, contracts, opportunities, anticipated savings, goodwill,

reputation or data, whether incurred directly or indirectly, and whether foreseeable or not.

- 16.3 We are not responsible for any loss or damage arising from your use of, or inability to use, the Platform; your reliance on any content available through the Platform; delays, interruptions, errors or unavailability caused by maintenance, updates, technical issues, service outages or events outside our control; or the deletion, corruption or failure to store any data or content.
- 16.4 We are not responsible for any loss, damage or claims arising out of your interactions, transactions or agreements with third-party providers or Business Members. Any such interactions take place solely between you and the relevant provider, and you are responsible for resolving any disputes with them. We are also not responsible for the actions, omissions or performance of any payment card provider or third-party payment processor, including delays, declines, errors, outages or any issues relating to linked cards.
- 16.5 We are not responsible for any loss relating to Rewards being issued, redeemed, cancelled, expired or removed for any reason, including during the suspension or termination of your Account. Rewards have no cash value until redeemed, and we have no liability for any perceived loss of value.
- 16.6 We are not responsible for any harmful code, viruses or other technologically harmful material that may affect your devices or data due to your use of the Platform or any third-party sites linked to or accessed through the Platform. You are responsible for ensuring that you use appropriate antivirus and security measures.
- 16.7 We are not responsible for the actions, omissions or conduct of other users, including inaccurate, misleading or inappropriate content posted by users, or any harm, loss or damage arising from user-generated content.
- 16.8 If the Platform provides automated recommendations, suggestions, insights or other outputs generated through automated processes or algorithms, including any AI-driven features, such outputs are provided for general information only. We do not guarantee their accuracy, completeness or suitability, and we are not responsible for decisions you make in reliance on them.

- 16.9 Our total liability to you for all claims arising out of or in connection with these Terms or your use of the Platform will be limited to the higher of: (a) the total fees you have paid to us in the 12 months prior to the claim arising, or (b) £100. This limitation applies to all claims, whether in contract, tort (including negligence), breach of statutory duty or otherwise.
- 16.10 You acknowledge that the Platform is provided for general informational and community purposes and that we are not responsible for any decisions you make based on content, features or recommendations available through the Platform.

## **17. RELEASE AND INDEMNITY**

- 17.1 By using the Platform, you agree that Thryve is not responsible for any disputes, issues or claims arising between you and any other user, Business Member or third-party provider. If a disagreement arises, it must be resolved directly between the parties involved, and you release Thryve from any claims, demands, losses, liabilities, damages or expenses of any kind arising out of such interactions.
- 17.2 You agree to indemnify and hold Thryve harmless from and against all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) that arise from: your use of the Platform; your breach of these Terms; any content or information you upload or submit; any interactions, transactions or agreements between you and any other user, Business Member or third-party provider; your use of any automated or AI-generated outputs provided through the Platform; any Rewards being issued, redeemed, cancelled or removed through your Account; or any misuse of the Platform by anyone accessing it through your Account.
- 17.3 You further agree to indemnify Thryve for any losses or liabilities arising from your misrepresentation of your identity, your business or your affiliation with any person or organisation, or from any breach of intellectual property rights, privacy rights or other rights belonging to third parties. You also agree to indemnify Thryve for any issues arising from inaccurate, misleading or

unlawful content you submit, including any claims made by individuals or businesses featured, referenced or affected by your content.

- 17.4 You acknowledge that user reviews, ratings or feedback displayed on the Platform reflect the opinions of individual users and not those of Thryve. Thryve is not responsible for monitoring, verifying or moderating user reviews, and you agree to release and hold Thryve harmless from any claims, losses or disputes relating to user reviews, ratings or feedback concerning you or your business.
- 17.5 You agree that Thryve is not liable for any loss or damage arising from changes to, removal of, or restrictions on Platform features, functionality, design, business models, Reward systems, third-party partnerships or service availability. You agree to hold Thryve harmless for any impact such changes may have on your business, customer relationships, visibility or revenue.
- 17.6 Your use of the Platform does not create any partnership, joint venture, employment or agency relationship between you and Thryve. You have no authority to bind Thryve in any way, and you agree not to represent that you have such authority. Thryve provides a Platform only and is not a party to any agreements formed between users.
- 17.7 You are responsible for maintaining appropriate backup copies of any data, content or information that you store, upload or use in connection with the Platform. Thryve is not responsible for any loss, corruption or deletion of data and will not be liable for restoring it.
- 17.8 To the fullest extent permitted by law, you agree that any claim or cause of action arising out of or in connection with these Terms or your use of the Platform must be brought within 12 months of the date on which the claim arose. After this period, you waive your right to bring such claim.
- 17.9 To the extent permitted by law, you agree that any disputes with Thryve must be brought on an individual basis. You waive any right to participate in a class action, collective action or other grouped or representative proceeding.
- 17.10 This indemnity applies whether the claim arises from your conduct, the conduct of someone using your Account, or the conduct of a business or organisation you represent. The indemnity continues to apply after your Membership or access to the Platform ends.

17.11 Nothing in this section limits any other rights or remedies available to Thryve under these Terms or at law.

## 18. EVENTS OUTSIDE OUR CONTROL

- 18.1 We are not liable for any failure to perform, or delay in performing, any of our obligations under these Terms where such failure or delay is caused by events outside our reasonable control. These events may include, but are not limited to, failures of public or private telecommunications networks, internet outages, hosting or cloud service disruptions, denial-of-service attacks, cyber incidents, strikes or industrial disputes, failures of third-party infrastructure or technology providers, utility failures, fire, flood, extreme weather, pandemics, acts of government or regulatory authorities, war, civil unrest or any other event beyond our reasonable control.
- 18.2 If an event outside our control affects the performance of our obligations, those obligations will be suspended for the duration of the event, and we will be allowed additional time to perform them. We will take reasonable steps to reduce or avoid the impact of such events where it is within our ability to do so, but we are not required to provide alternative services or compensate you for any resulting delay, unavailability or loss.
- 18.3 During an event outside our control, we may temporarily modify, restrict or pause certain features or functionality of the Platform, including those relating to Business Member listings, communication tools, payments, linked card functionality, or the issuing or redemption of Rewards. Delays in issuing, updating or redeeming Rewards may occur during these periods, and we are not responsible for any perceived loss of value or impact on your Membership as a result.
- 18.4 Where appropriate, we may temporarily suspend or limit the visibility or operation of Business Member profiles affected by such events, including where the provider cannot safely or reasonably fulfil services. This may be done to protect users, ensure clarity or maintain the integrity of the Platform.

18.5 Where reasonably possible, we may notify you of events outside our control that significantly affect the availability or functionality of the Platform, but we are not obligated to do so.

## 19. OTHER IMPORTANT TERMS

19.1 We may transfer or assign our rights and obligations under these Terms to another organisation, provided that such transfer does not materially reduce the level of protection given to you under these Terms. We will notify you if such a transfer takes place. You may not transfer your rights or obligations under these Terms without our prior written permission.

19.2 Nothing in these Terms shall be considered a waiver of any rights or remedies available to us. If we do not enforce a right under these Terms, or if we delay in doing so, this does not mean that we have waived that right or that we cannot enforce it later.

19.3 If any part of these Terms is found to be unlawful, invalid or unenforceable by a court or other competent authority, that part will be treated as removed to the minimum extent necessary. The remaining provisions of these Terms will continue in full force.

19.4 These Terms, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and Thryve regarding your use of the Platform. They replace any previous terms or agreements relating to the Platform.

19.5 Nothing in these Terms creates any partnership, joint venture, employment or agency relationship between you and Thryve. You must not state or imply that such a relationship exists, or that you have authority to act on behalf of Thryve. You agree not to use any confidential or proprietary information obtained through the Platform to create, operate or assist in the creation of a competing service, or to harm Thryve's business or reputation.

19.6 These Terms are governed by the laws of England and Wales. You agree that the courts of England and Wales will have exclusive jurisdiction over any dispute arising from or relating to these Terms or your use of the Platform.

- 19.7 If we need to contact you, we may do so by email using the address linked to your Account or via notifications within the Platform. You may contact us at [hello@thryveclub.co.uk](mailto:hello@thryveclub.co.uk).
- 19.8 Certain sections of these Terms will continue to apply even after your Membership or access to the Platform ends. These include, but are not limited to, provisions relating to intellectual property, liability, indemnity, data handling, Rewards, suspension and termination, and dispute resolution.
- 19.9 No person other than you and Thryve has any rights under these Terms. This means that no third party may enforce any part of these Terms under the Contracts (Rights of Third Parties) Act 1999.
- 19.10 When interpreting these Terms, headings are for convenience only and do not affect the meaning of the provisions. Words in the singular include the plural and vice versa. References to "including" or "for example" do not limit the generality of the surrounding wording.
- 19.11 These Terms are drafted and provided in English. If translated into another language, the English version will prevail in the event of any conflict or inconsistency.