

## Website Terms and Conditions

If a Website is included with your Thryv package or you have ordered a Website product as an add-on to Thryv or SYNC powered by Thryv, you agree to the following additional terms and conditions as a supplement to your Thryv or SYNC Terms and Conditions, as applicable. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Thryv or SYNC Terms and Conditions.

1. **Definitions.**
  - a. "Update(s)" means any revision(s) or update(s) to your website that we provide during the Term of your Website product.
  - b. "Website" means the initial website we create in relation to your Thryv or SYNC product and any Updates.
2. Each Website includes the following services and features, depending on the Thryv or SYNC package ordered:

<b>Add-On Professionally Designed Website</b>	
<b>Pages</b>	<b>Up to 15 Pages</b>
<b>Copywriting Pages</b>	<b>Up to 5 pages</b>
<b>Stock Website Images</b>	<b>Included</b>
<b>Custom Domain</b>	<b>Included</b>
<b>In-Depth Analytics</b>	<b>Included</b>
<b>Website Personalization Technology</b>	<b>Included</b>
<b>Additional copywriting with Professional Website (Increments of 5 pages)</b>	<b>\$299 one time charge per 5-page increment</b>
<b>Enhanced Accessibility - AudioEye Pro</b>	<b>Included for purchases between May 4, 2020 and October 31, 2021</b>
<b>Enhanced Accessibility - AudioEye Managed</b>	<b>Optional - additional monthly fee applies</b>

3. **Term.** The term of the Website will align with your Thryv Subscription Period/ Thryv Product Term or SYNC Subscription Period.
4. You may request us to publish Updates as part of the Website during the Subscription Period; however, we may choose not to publish any Update for any reason in our sole discretion. If we create or supply any content for your Website or design your Website, such content and the composition and design of the products we create are our sole and exclusive property or that of our licensors, except for Client Content, as defined in the Thryv/SYNC Terms and Conditions. You agree not to copy or use in any other context any Company owned or licensed content or property. Upon termination, we agree to release Client Content and your Website's URL if it was your domain originally, but will not release or sublicense to you any content owned or licensed from third parties by us. The foregoing restriction in this section shall not apply only in the event you purchase a Custom Website product from us, in which case the additional Custom Website terms and conditions on the Custom Website Proposal you accept will govern the ownership of particular content items on your Website.

5. You understand and agree to fully cooperate in the fulfillment of your Website, which can require you to provide required information or content. On your Website, you agree to post terms of use and a privacy policy that informs site users that you and third parties may collect information about their use of your Website and how such information is used. You agree that we will have the right to collect and use the data collected about users from the servers used to provide the Website and that our collection and use of such data is subject to our Privacy Policy which is available at [www.corporate.thryv.com/privacy/](http://www.corporate.thryv.com/privacy/). For your convenience, we may offer a sample terms of use and privacy notice that you may adopt, customize or draw from to draft your own terms and privacy policy and privacy notice to post, but these model documents are for informational purposes only and should not be considered or relied upon as legal advice or legal documentation. We do not represent that any sample terms of use and privacy notice will comply with all of your obligations under law for your specific business or industry, and we may not update such sample terms of use and privacy notice when there are changes in laws, rules, regulations, best practices, and other requirements. You agree that you remain solely responsible for your compliance with applicable Laws and with the terms of any privacy notice you post or agree to have posted on your Website.

6. Compliance with Laws; Security; Legal Investigations. You agree not to use or permit others to use your Website in ways that (i) violate any applicable law or regulation or any of our policies, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment of our network or other networks. You agree to cooperate with us and provide requested information in connection with all security and use matters relating any website we host for you and to notify us promptly if you suspect unauthorized use of the website or of your Account. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Such cooperation may include the provision of Account or user information or email and monitoring our network and/or the networks of our third party licensors, suppliers and providers.

7. Online Payment Functionality and/or Mobile QuickPay. To the extent you incorporate any online or mobile payment functionality into your website or mobile application, you 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 by you and you acknowledge and agree that the [Sales Features terms](#) will govern your use on your Thryv Website of any online or mobile payment functionality offered by us.

#### 8. Digital Accessibility

(a) Enhanced Accessibility - AudioEye Pro. Between May 4, 2020 and October 31, 2021, all new Websites, and at your request for existing Websites, include the AudioEye Pro digital accessibility feature which, among other things, provides a toolbar on the Website that allows Website visitors to customize their user experience to meet their individual accessibility needs. To the extent the AudioEye Pro digital accessibility feature is installed on your Website, you (i) acknowledge and agree that such feature is provided to you by AudioEye, Inc. and not us, and (ii) agree to the terms and conditions located at <https://www.audioeye.com/terms-of-service/> which govern your use of such feature, and (iii) we have no liability related to your use or AudioEye’s provision of the AudioEye, Inc. products and services. If you do not want the AudioEye Pro digital accessibility feature on your Website, please contact [WebMaintenance@thryv.com](mailto:WebMaintenance@thryv.com) to have it uninstalled. **As of December 31, 2021, AudioEye Pro will be disabled on all Websites.**

(b) Enhanced Accessibility AudioEye Managed. AudioEye Managed is an add-on feature available to you for an additional monthly fee. AudioEye Managed leverages technology and manual website modifications to deliver testing, remediation, validation and monitoring of website accessibility measures for compliance with ADA-related requirements. To the extent the AudioEye Managed digital accessibility add-on feature is installed on your Website, you (i) acknowledge and agree that such feature is provided to you by AudioEye, Inc. and not us, and (ii) agree to the terms and conditions located at <https://www.audioeye.com/terms-of-service/> which govern your use of such feature, (iii) any claims associated with the AudioEye Accessibility Warranty for AudioEye Managed are strictly between you and AudioEye, Inc., and (iv) we have no liability related to your use or AudioEye’s provision of the AudioEye, Inc. products and services.