

Thryv Professional Website Terms and Conditions

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If a website is included with your Thryv Services or you ordered a website as an add-on Subscription Service, we will provide you with a professionally designed website along with revisions and updates as included in your website package (the “**Website**”) during the Website Subscription Period. You agree to the following additional Terms and Conditions as a supplement to your Thryv Platform Services Terms and Conditions, the terms of which are incorporated herein by this reference. Capitalized terms used but not defined in these Terms and Conditions will have the same meaning given in the Thryv Platform Services Terms and Conditions.

1. You may request us to publish Client Content as part of the Website during the Subscription Period; however, we may choose not to publish any Client Content 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. You agree not to copy or use in any other context any of our 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.
2. You understand and agree to fully cooperate in the fulfillment of your Website, which can require you to provide required information or content. You agree to post terms of use and a privacy policy on your Website that informs site users that you and third parties may collect information about their use of your website and how such information is used, and otherwise complies with applicable law. You agree that we will have the right to collect and use aggregated and anonymized 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/. For your convenience, we may offer a sample term 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 posted on your Website.
3. 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.
4. Digital Accessibility - 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.
5. SEO Services.
 - a. SEO Services are an add-on feature available to you for an additional monthly fee. “**SEO Service**” means the search engine optimization Subscription Service that provides services to increase the potential for your business to be found online and ranked higher in organic search engine results. Actual services provided depend on the SEO package ordered.
 - b. If you purchase SEO Services with Money-Back Guarantee (“**SEO MBG Program**”) and keep such Subscription Service active for six (6) months starting from the publication date of your new website (the “**Guarantee Period**”), the SEO MBG Program shall apply as follows. If you purchase the SEO MBG Program and we are unable to place 50% of your active Keywords on page one of Google’s search engine at least once within the first 6 months of the Guarantee Period, you have

the right to request a refund of monies paid for the SEO Service for the up to 6 months of the Guarantee Period under this program. “**Keywords**” are words entered by Google users in its search dialogue box. To qualify for a refund under the SEO MBG Program, the following conditions must be met:

- Your SEO MBG Program Monthly Budget is at least the recommended package level presented by your Business Advisor or Service Specialist, and may require a minimum dollar commitment;
- The SEO MBG Program is not cancelled or suspended during the Guarantee Period;
- Your SEO MBG Program is purchased in conjunction with a Thryv Business Center Professional or a Thryv Business Center Unlimited Subscription Service package. In addition, your Thryv Business Center Professional or Unlimited package must remain active and run concurrently with the SEO MBG Program throughout the full Guarantee Period;
- You must participate by remaining engaged via phone or email during regular scheduled monthly meetings throughout the Guarantee Period in accordance with Section 5.c below.

Performance of your active Keywords is based only on Google’s DESKTOP VERSION of its search engine. Active Keywords are those Keywords that are selected by you and approved by us that are associated with your website and used to find your website in a Google search. If we are unable to reach you to schedule the onboarding call within ten (10) days of your SEO MGB Program launching, or within ten (10) days of our communicated suggestion to you that modification of the Active Keywords is needed and/or recommended, you understand and agree that we may change your Active Keywords at our discretion.

If at any time your SEO MBG Program transitions into a suspended status, the MBG part of your SEO Program will automatically be canceled. Additionally, if you cancel your Thryv Professional Website, the MBG part of your SEO Service will automatically be canceled.

At the end of the Guarantee Period, if we were unable to place 50% of your active Keywords on page one of Google’s DESKTOP VERSION of its search engine at least once within the Guarantee Period, you can either 1) continue with a standard (non-MBG) SEO program or 2) cancel your SEO Service completely and request a review and potential refund of monies paid toward the SEO MBG Program. You must make your election within 30 days after the end of the Guarantee Period. Regardless of your election, at the end of the 6 months of the Guarantee Period, the SEO MBG Program is terminated. You may only purchase the SEO MBG Program once from us.

- c. **Your Engagement Responsibilities.** You understand and agree to fully cooperate in the fulfillment of your SEO Service. **You agree that we may bill you and you agree to pay for SEO Services rendered even if the full SEO Service is not provided due to your failure to respond, provide required information/content, or your lack of cooperation where your input is requested.** We will contact you about your website copy. While we will make reasonable efforts to connect with you about your website copy, if we are unable connect, we have the right to implement onsite changes without written or oral approval.
- d. **Latency.** You understand that, any information or data provided by you to us may not be processed on a real-time basis and may be subject to the latency of the Internet, our systems, and network of third-party partners and search engines.
- e. **Ownership.** Title and full ownership rights in and to the SEO Service, together with any and all ideas, concepts, methods, processes, computer programs and other technology supporting or otherwise relating to our provision of the SEO Service, shall remain at all times solely with us and/or our third-party service providers, as applicable, and we may decline to fully disclose the processes used to provide the SEO Service. You agree not to copy or use in any other context any proprietary methods, designs, arrangements or content we own or license from a third party, including that used to provide the SEO Service to you, and you may not use any methods to copy, download, scrape, clone or otherwise reverse engineer the SEO Service or our proprietary or licensed content. You acknowledge and agree that we may provide similar content for our other clients.
- f. **Your Search Listings.** You must update your search listings if any information is not a current and does not contain the same information available on your website.