

Thryv Build it Yourself Website Terms and Conditions

Last Updated: August 1, 2023

If you ordered a build-it-yourself website as an add-on Subscription Service, you will be able to create a one-page website that we host for you (the “**BIY 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. The BIY Website offers you the ability to easily create a functional online presence, manage and promote business, content, and ideas, even without being tech-savvy.
2. You may request us to publish Client Content as part of the BIY Website during the Subscription Period; however, we may choose not to publish any Client Content for any reason in our sole discretion. If we supply any content for your BIY Website, including but not limited to, templates, sample text, and images, such content and the composition and design 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 BIY 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.
3. You agree to post terms of use and a privacy policy on your BIY Website that informs site users that you and third parties may collect information about their use of your BIY 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 BIY 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 BIY Website.
4. Compliance with Laws; Security; Legal Investigations. You agree not to use or permit others to use your BIY 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.
5. 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 BIY 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.