Thryv Search Engine Optimization (SEO) Non-Thryv Website Terms and Conditions

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If you ordered search engine optimization (SEO) services as an add-on Subscription Service, but you did not purchase a Professional Website from us, 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. For terms and conditions associated with your SEO Services associated with your Thryv Professional Website, please see the Professional Website Terms and Conditions, located here.

- 1. <u>Service.</u> "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.
- 2. 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.
- 3. <u>Latency.</u> 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.
- 4. 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. If we create or supply any content for the SEO Service or your related website or design your website, such content and the composition and design of the website we create are our sole and exclusive property or that of our licensors, except for any of your own content, marks or intellectual property used therein. 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. Upon termination, we agree to release your domain/url and any of your own content but will not release or sublicense to you any content owned or licensed from third parties by us.
- 5. Your Website and Search Listings. You hereby acknowledge that we are not responsible for the maintenance of your website(s) nor are we responsible for order entry, payment processing, shipping, cancellations, returns or customer service concerning orders placed on your website(s). You must update your search listings if any information is not a current and does not contain the same information available on your website
- 6. <u>Your Representations and Warranties.</u> You represent and warrant to us that for the Subscription Period you are the authorized owner or representative of the website(s) for which Keywords are selected.