

These Terms and Conditions (“Agreement” or “Contract”) are a legally binding agreement between the user (“User” or “you“) of the SEO Tester Online Services property of Quarzio s.r.l. with its principal office at VIA GIUSEPPE MAZZINI, 47, ACI SANT’ANTONIO, (CT), 95025, Italy, VAT: IT05395980872, info@seotersteronline.com and SEO Tester Online (“Quarzio” “we“, “the company” or “us“).

Please make sure you fully understand the contents of this Agreement. If you have any doubts about any of your rights and obligations resulting from your acceptance of this Agreement, please consult us or obtain legal support.

IF YOU DO NOT AGREE WITH ANY PROVISION OF THIS AGREEMENT, YOU MAY NEITHER CONTINUE WITH THE PROCESS OF REGISTRATION NOR FURTHER USE THE SERVICES.

## Definitions

### *Terms and Conditions (or Terms)*

These Terms and Conditions, which constitute a legally binding agreement between the User and the Company.

### *Order Processing Receipt*

Indicates the email that SEO Tester Online sends upon receipt of the Order.

### *Order Confirmation*

Indicates the email that SEO Tester Online sends as shipping confirmation at the moment when the purchased products/services, or parts of them, are being dispatched.

### *Cancellation form (example)*

Addressed to SEO Tester Online [using their complete contact info]: I/We (\*) hereby give notice that I/we (\*) cancel my/our (\*) contract of the sale of the following goods (\*)/for the provision of the following service (\*), Ordered on (\*), Name of consumer(s), Address of consumer(s), Date

### *Template*

Each template relating to the documents for compliance with legal requirements for websites, mobile applications or other software managed the User (eg. templates for privacy policy, cookie policy, terms of use etc).

### *Service*

The services offered by the Company to the User via [www.seotesteronline.com](http://www.seotesteronline.com) and [suite.seotesteronline.com](http://suite.seotesteronline.com).

### *User*

The natural or legal person who, as part of managing a website, makes use of the Products or Services provided by the Company.

### *Website*

The site [www.seotesteronline.com](http://www.seotesteronline.com) or its subdomains (by way of example but not exclusively: [suite.seotesteronline.com](http://suite.seotesteronline.com), [blog.seotesteonline.com](http://blog.seotesteonline.com))

### *Additional Services*

Any additional services purchased by a Subscriber in addition to those already included as part of that Subscriber's subscription.

### *API*

Application program interface.

### *API Key*

A key provided to Users by the Company to enable access to an API.

### *Beta Features*

New or test features or functionality added to the Service by the Company in unfinished or beta form.

### *Fees*

Any fees payable by a Subscriber in order to have access to all or part of the Site and the Service.

### *Free User*

anyone who uses the free aspects of the Site or Service and does not pay Fees.

### *Initial Subscription Term*

the initial term for which a Subscriber subscribes to the Service.

### *Intellectual Property Rights*

All intellectual property rights, including patents, trademarks, database rights, rights in designs and copyrights (including rights in computer software) (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, for the full term of such rights, and any renewals and extensions of them.

### *Normal Business Hours*

means 9.00am to 6.00pm IT time, Monday to Friday (GMT – Rome)

### *Subscriber*

Anyone who pays paid services.

## *User Data*

Means any data provided by a User as part of their use of the Service.  
“Users” means Free Users and Subscribers.

## *Users*

Means Free Users and Subscribers.

1.

## SERVICES

1.1.

Definition.

The “Services” consist of a suite of online marketing and management tools for search engine optimization (“SEO”), social media and digital marketing located at <https://www.seotesteronline.com> (the “Website”), which includes tools for research and analysis, link building, campaign management, automated tracking of search engine performance, analytics and conversion tracking and SEO reports, instruments for content and contact management. Among other things, the Services enable Users to (a) conduct internet-advertising campaigns, (b) obtain information related to their ongoing advertising campaigns, (c) generate reports and analytics on web pages or advertising campaigns, and (d) access an extensive array of resources, including but not limited to, an online platform and its API.

Services are only available to users:

- That they are human (not bot) and who have at least 13 years of age, and for subscribers who are at least 18 years of age or in any case as required set out in the table in point 2.3
- They have released truthful information about the record profile
- With a valid email address

1.2.

Changes.

The Company reserves the right to change the terms or specifications of each Service at its sole discretion, with or without prior written notice to you, by modifying the text of this Agreement or the descriptions and specifications of the payment subscription plans on Website or via written communication to Users. Any modification will take effect immediately unless otherwise agreed in the modification notification.

If any of the provisions is unacceptable to you, your only chance is to stop your relationships with SEO Tester Online. Continuing to use the Services after our notification or modification will constitute a tacit acceptance of the Agreement as it has been issued.

Link: Check the valid text before the last changes

1.3.

Additional Services.

Unless explicitly stated otherwise, any new features that augment or enhance the currently offered Services, including the release of new SEO Tester Online services, shall be subject to this Agreement.

The Subscriber may, from time to time purchase Additional Services. The Subscriber shall notify the Company in writing if they wish to do so. The Company shall evaluate such request for Additional Services and respond to the Subscriber either approving or rejecting the request. If the Company approves the Subscriber's request to purchase Additional Services, the Subscriber shall pay any additional Fees via credit card or invoice as agreed between the parties.

1.4.

API Services.

The Company may provide a free API with its proprietary data. All data associated with such an API is proprietary to the Company. If Users publicly display proprietary data associated with a free API, they must comply with any link and attribution guidelines set forth on the Site from time to time. An API may be accessed via an API Key licensed to Users non-exclusively by the Company. Users agree to keep their API Key confidential, and not to share it with any third party. This licence is personal to Users. Users agree that they will be personally responsible for the use of their API Key. All access and activities of any kind including transactions,

payments or losses made or caused that occur from a User's API Key are that User's responsibility. Users acknowledge and agree that the Company may rely on such access through the API Key as being made by the User to whom it is licensed, regardless of whether Users have authorized others to use it. The Company reserves the right to suspend or terminate access to a free API at any time and for any reason, with or without cause. If a user's access to the free APIs is suspended or terminated, the User agrees not to have rights connected with such API and will not be entitled to any remuneration or compensation of any kind.

1.5.

#### Support

The Company will, as part of the Service and at no additional cost to the Subscriber, provide the Subscriber with the Company's standard customer support service during Normal Business Hours. To the extent that the Subscriber requires any customer support service outside of normal business hours, this may be provided for such additional fees as shall be agreed with the Subscriber.

1.6.

#### Right to Use Services.

SEO Tester Online with this agreement grants You permission to use the Services and the Website solely as provided by this Agreement and in the manner provided on the Website.

In the event of any conflict between the terms of this Agreement and the Website, the terms of this Agreement shall prevail. Any use of the Services



other than as set forth in this Agreement or in violation of any term of this Agreement will result in suspension or revocation of your use privileges in our sole discretion.

1.7.

#### Suspension or Termination of Services.

Notwithstanding anything stated or implied to the contrary in this Agreement, we may at any time, without derogating from our other rights under this Agreement, applicable law or otherwise, suspend or terminate any or all of the Services, effective immediately upon issuance of a written notice. Such suspension or termination may also apply, as the case may be, to specific jurisdictions, lines of business and otherwise or to a specific customer or a group of Users. Notwithstanding the previous Statute, only with respect to paid Service Users, where reasonably possible, these Users may be granted up to 30 days after the notice of suspension or termination of their User accounts to back up the data collected in their accounts before they are completely removed from our services.

1.8.

#### Third Party Services.

We reserve the right to use third party service providers in the provisions of all or part of the Services including, but not limited to, hosting providers, payment processing services, information and communication services, analytics services, internet advertising platforms, advertising service providers and platforms. Where any of the aforementioned services are

provided by third parties, the User may be subject to such third party's terms and conditions. We accept no responsibility for services provided by any third party.

2.

## REGISTRATION AND ACCOUNT

2.1.

Use of the Services.

You may use the Services either as a registered or as an unregistered User. However, you may not use the Services, either as a registered or an unregistered User if you are not of legal age to enter into a contract in your jurisdiction or if do not have the authority to accept this Agreement. Registering as a User may provide you with the following additional benefits over using the Services in a visitor (non-registered) capacity.

2.2.

Acceptance.

By using the Services, you accept the terms of this Agreement and you fully authorize us to obtain, process, store, use and transmit your personal data in accordance with our Privacy Policy, which forms an integral part of this Agreement.

2.3.

## User Representations.

In order to use SEO Tester Online and to access the service, you must (1) be 18 years or older, or be 13 years of age or older and provide the consent of a parent or guardian to the Agreements (unless otherwise provided in the table which follows), (2) have the authority to sign a binding contract with us and not be excluded from doing so under current laws and (3) your use of the Services does not violate any applicable law or regulation and (4) be resident in a country where the Service is available. You also promise to provide SEO Tester Online with true, accurate, complete registration information, and you agree to keep them in that state.

Country	Age Requirements
Chile, Ecuador, Paraguay, Peru	Must be 18 or older, or be 15 or older and have parent or guardian consent.
Brazil	Must be 18 or older, or be 16 or older and have parent or guardian consent.
Nicaragua, Taiwan	Must be 20 or older, or be 13 or older and have parent or guardian consent.
Bulgaria, Hungary, Germany	Must be 18 or older, or be 14 or older and have parent or guardian consent.
Italy	Must be 13 or older to use Free Service. To register for a Paid Subscription, you must be 18 or older, or be 13 or older and have parent or guardian consent (your parents/guardians will enter into contract on behalf of you).

- Malaysia Must be 18 or older, or if 13 to 18, parent or guardian consent is required, and guardian enters into agreement.
- Lithuania Must be 13 or older to use Service. For Paid Subscriptions, you must be 18 or older, or be 14 or older with parent or guardian consent. If you are 13 to 18, guardian enters into agreement.
- Canada Must be 13 or older to use Service. For Paid Subscriptions, you must be age of majority in your province or territory of residence, or 13 or older with parent or guardian consent.
- Spain Must be 14 or older to use Free Service. To register for a Paid Subscription, you must be 18 or older, or be 14 or older and have parent or guardian consent (your parents/guardians will enter into contract on behalf of you).

## 2.4.

### Registration; Billing.

To register as a User, you must create a User Account on the Website following the registration process and the instructions provided. There are no costs in creating a User Account on SEO Online Tester. However, in order to access certain features of Paid Services, you will be required to provide payment information. As Subscriber, Billing Data etc. You agree to promptly notify any changes to your information and to associate a valid payment method with SEO Tester Online.

## 2.5.

## Login & Password.

You are solely and fully responsible for keeping confidential all information necessary to access and operate with your SEO Tester Online User account, including, but not limited to your User login, password, or a security question or phrase, as applicable.

## 2.6.

### User Responsibilities.

You are responsible for all of the following with respect to your use of the Services:

1. maintaining the security of your User account and all the activity that occurs on your User account;
2. maintaining accurate account information at all times, including a valid email address and billing information and updating such information as necessary;
3. obtaining access to the Services, and that access may involve third-party fees (such as Internet service provider or airtime charges); and
4. obtaining and maintaining all equipment necessary to access the Services.

## 2.7.

## Prohibited Uses.

You are expressly prohibited from using the Services in any of the following ways or for any of the following purposes:

- No Illegal Purpose. You may not use the Services for any illegal or unauthorized purpose, including in any way that violates copyright or other laws applicable in the United States or applicable to you.
- No Tampering. You may not use the Services in a way that is detrimental to the operation of the Services or the access or use of the Services by anyone else. You will not upload or transmit viruses, worms or any other destructive code. The restriction in this Section applies to any use that interferes or attempts to interfere with the normal operations of the Services, including by hacking, deleting, augmenting or altering the Services.
- Permission Required. You may not, without our prior written permission and, solely with respect to lease, resale and sublicense, except as may be specifically allowed under your paid subscription plan, (i) copy, distribute (including by framing any of the Services on any web site), modify, enhance, translate, reproduce, sell, resell, sublicense, rent, lease, or otherwise attempt to exploit the Services or any data resulting therefrom; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code; (iii) make derivative works of the Services; (iv) remove, obscure, or alter any copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Website or Services; (v) modify another website so as to falsely imply that it is associated with the Services, SEO Tester Online or any other SEO Tester Online products or services; or (vi) make the Website or Services or any part thereof available to others in a service undertaking or outsourcing arrangement or for any other commercial time-sharing, data processing or other third party use.
- Inquiries. You agree not to (i) submit more than 10 requests per 1 second from a single IP address, (ii) more than 10 concurrent

requests from 1 User, or (iii) more than two simultaneous export requests

- Automatic Inquiries. All automatic inquiries are prohibited.

2.8.

Special Access and Testing.

If you are invited or clearly provided with access to beta testing new tools and resources, which are not made available to our users broadly (“closed beta”), you should not rely on, nor expect, the continued availability of these new tools and resources. Any such access to beta test new tools and resources, if any, is conditioned upon your agreement not to disclose any information about these new tools and resources or your experience with using them to third parties.

## 2.9.

### Assignment.

A User may not assign, transfer, exchange, pool or barter any of its rights or obligations under this Agreement or the User account, unless expressly permitted by SEO Tester Online in writing. Any violation of the foregoing restrictions is grounds for immediate User account termination. For changes in access, in the case of business subscriptions to the Services, we may require a detailed explanation of the changes, as well as confirmations of use and other reasonable information or relevant documents.

## 2.10.

### De-Registration.

You may delete your User account at any time. Note that doing so will delete all your data and information stored on SEO Tester Online servers and SEO Tester Online will bear no responsibility for such loss of data or information. All Service fees incurred prior to de-registration will be due and owing, until paid in full, such de-registration notwithstanding. If it is not possible to forward the cancellation request directly through the website, we ask you to write us an email to [info@seotesteronline](mailto:info@seotesteronline) asking to proceed with the cancellation of your User Account and all the information related to it.

## 2.11.



Termination by SEO Tester Online.

SEO Tester Online reserves the right to terminate any User account for abusive or fraudulent activity, for failure to comply with this Agreement, or for any other reason in its sole discretion.

3.

## FEES AND SETTLEMENT

3.1.

Service Fees.

With respect to paid Services, User will be charged the fees set forth in the relevant section on the SEO Tester Online Website located at <https://www.seotesteronline.com/pricing/> or as otherwise offered on the Website for a particular subscription plan (the "Fees"). The Fees, unless explicitly shown during the process of purchasing a subscription plan and following confirmation thereof, are exclusive of value added tax and any additional or other taxes, charges or duties which may be imposed in connection with any and all payments made or due hereunder and shall, if applicable, be borne, respectively registered and duly declared by User.

3.2.

Promotional Giveaways.

From time to time we may offer promotional giveaways of the Services, subject to the specific rules that we will announce at the time of any such

promotional giveaway. Users shall bear sole responsibility for any and all income tax consequences that may result from their winning any such giveaway. Further, solely to the extent required by applicable laws, Users agree to submit to us duly completed tax forms, to enable us to make all required filings with tax authorities.

### 3.3.

Codes and other offers.

For users who have purchased or received a code, gift card, prepaid offer, or other offer provided or sold by or on behalf of SEO Tester Online for access to a Paid Subscription (“Code”), such access to the Service may apply separate terms and conditions presented together with the Code, and users agree to comply with these terms and conditions.

### 3.4.

Trials

From time to time, we or others on our behalf may offer trials of Paid Subscriptions for a specified period without payment or at a reduced rate (a “Trial”). SEO Tester Online reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

For some trial periods, SEO Tester Online asks to associate the service with a valid payment method.

AT THE END OF SUCH TRIALS, WE MAY AUTOMATICALLY START TO CHARGE YOU FOR THE APPLICABLE PAID SUBSCRIPTION ON THE FIRST DAY FOLLOWING THE END OF THE TRIAL WITH AN ADDITIONAL REPLY OF ANY MONTH OR ANY YEAR OR OTHER EXTENT PERMITTED AT PHASE OF SUBSCRIPTION OF THE SERVICE.

BY PROVIDING YOUR PAYMENT DETAILS IN CONJUNCTION WITH THE TRIAL, YOU AGREE TO THIS CHARGE USING SUCH PAYMENT DETAILS. IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH YOUR SEO TESTER ONLINE ACCOUNT'S SUBSCRIPTION PAGE OR TERMINATE YOUR SEO TESTER ONLINE ACCOUNT BEFORE THE END OF THE TRIAL. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY OR YEARLY BASIS, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH YOUR SEO TESTER ONLINE ACCOUNT'S SUBSCRIPTION PAGE OR TERMINATE YOUR SEO TESTER ONLINE ACCOUNT BEFORE THE END OF THE RECURRING MONTHLY OR YEARLY PERIOD. PAID SUBSCRIPTIONS CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, SEO TESTER ONLINE WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.

3.5.

Change in Fees.

We may change the Fees and/or introduce new charges in addition to the Fees in our sole discretion upon thirty (30) days' prior written notice to the User. Notwithstanding the foregoing, we may increase the Fees, immediately and with contemporaneous notice, in the event of (a) any change in the services or fees of our third party service providers; (b) changes in the Services which are made at your request; or (c) delays and/or other issues due to User failure to fulfill User obligations or due to User request to delay work for any reason.

### 3.6.

#### Payment.

Any Fees shall be prepaid one month or one year in advance, or as otherwise offered on the Website for a particular subscription plan, at the option of the User by credit card or another payment method accepted on the Website. All prepaid amounts and Service plans will be reflected in the User account. Any bank fees and charges shall be borne solely by User.

### 3.7.

#### Refund policy.

We provide paid Services on a prepaid basis. Users may discontinue their use of any Services at any time in accordance with instructions posted on the Website. The date and time of any cancellation of paid Services shall be the date and time on which the User completes the full cancellation process. The Fees for the Services may be refundable in whole or in part as set forth herein: <https://www.seotesteronline.com/refund/>.

The right of withdrawal is a right that allows European consumers to terminate a contract within 14 days from the date of their entry into effect. Since SEO Tester Online already offers 15 days free trial to our customers, our service does not provide for the right of withdrawal in accordance with an exception that applies to digital content providers.

SEO Tester Online does not provide you with the right of withdrawal in any European country, but you can cancel your subscription at any time during the free trial or trial period of 15 days.

The law requires us to inform users that the service does not provide for the right of withdrawal. Therefore, when our customers subscribe to any European country, they agree to waive the right of withdrawal.

Customers are also informed of this exception in the welcome email sent after registration.

The waiver of the right of withdrawal does not in any way affect the other rights guaranteed to consumers and does not affect the possibility of canceling the subscription at any time.

For any circumstance, please contact us by telephone Monday to Friday at +39 327 89 53 647 between 10am. and 6 pm (GMT – Rome), or send an email request to [info@www.seotesteronline.com](mailto:info@www.seotesteronline.com)

To delete your subscription, we need the following information: payment information (name, transaction ID, etc), email address, login name, and a short comment that indicates your will to receive a refund. We may decide

in specific cases and at our full discretion to repay your money if your request is filed within 7 days of the subscription date of the plan.

Your refund request will generally be processed within 10 days of receiving it. The refund of the net amount you paid will eventually be processed through the same payment method used at subscription.

Repeated registrations and / or subscriptions to Paid Services and cancellations, followed by redemption requests by a User may, in our sole discretion, be deemed to be in bad faith, and we reserve the right to terminate the Service and refuse any redemption otherwise available for that User.

### 3.8.

#### Conditions Affected by Subscribers.

Subscribers are responsible for selecting the initial subscription period of their subscription from available options when signing up for the site. After the expiry of the initial subscription, the subscription of the subscriber is automatically renewed for a period of time equal to the Initial Subscription Term and will continue to automatically renew thereby at the expiration of each renewal term following unless it is terminated as set out in the Termination clause in Section 5.2. The Company has no obligation to notify Automatic Subscribers and urges Subscribers to visit their user account profile on the Site to know when their subscription is to be renewed.

Subscribers will pay the subscription amount and taxes in accordance with the payment terms submitted at the time of their subscription to the service. All amounts shown may not include value added tax amounts, which will be added to all invoices at the appropriate rate.

Following the automatic renewal of a subscription by a Subscriber, commissions due for the renewal period will be the same as those due

during the previous subscription period. Nonetheless, the Company reserves the right to increase the fees for a future renewal period compared to non-promotional subscription rate, provided that the subscriber receives a notice within thirty (30) days of notification of the increase in e-mail to the email address currently associated with the subscriber's account.

### 3.9.

#### Payment method.

A Subscriber may use a preferential payment method among those offered on the Site to pay for the subscription and authorizes the Company to invoice such credit card for any amounts payable for the Initial Subscription Term and any additional renewal terms. Subscribers are responsible for verifying the validity of the payment method associated with their account or subscription to be up-to-date, that the information sent to it is accurate and that they are authorized to use it. If the Company can not charge due to the payment method in question with respect to the subscription subscribed, it may cancel the Subscriber's subscription and the latter may lose access to the Service and all the data associated with its subscription . Please note that the Company does not store credit or debit card numbers or any other related information, nor does it share the client's financial information with third parties.

### 3.10.

#### Inbound subscriptions.

Some services may be paid by billing with mutual agreement between the Company and the Subscriber. There may be additional fees associated

with billed accounts. If the Company has agreed to enter into a billing relationship with a Subscriber, all invoices must be paid by the Subscriber within 30 (thirty) days of the date of such invoice. The subscribers agree that if the Company has not received payment within this period and without prejudice to other rights or remedies of the Company, the Company may (a) without any liability to the Subscriber, cancel the subscriber's subscription and disable the account leading to the loss of all the data associated with their subscription; (b) consider applicable when the defaulting interest rates, calculated on a statutory basis, (c) charge the user for legal fees and reasonable collection charges arising as a result of the company's efforts to collect any outstanding credits and commissions.

4.

#### OWNERSHIP AND INTELLECTUAL PROPERTY; USE OF TRADEMARKS

4.1.

All Rights Reserved.

User acknowledges and agrees that all rights, title, and interest to, any and all intellectual property rights of all types or nature whatsoever, including, without limitation, patent, copyright, trademark, data base rights as well as moral rights, know-how and trade secrets (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world, in the Services, the platform used to provide the Services (technology, hardware, software etc.), any code or software (SDK, API etc.) which may be provided to User or for User's use under this Agreement and any work products created and/or delivered herein and related documentation (forming the SEO Tester Online Website and Services) are and will remain solely and exclusively our property and/or the property of



SEO Tester Online, SEO Tester Online licensors or affiliates. User is granted no title or ownership rights in the SEO Tester Online Website or Service. User's right to use the Website, Services and any part thereof is strictly limited to the provisions of this Agreement and we reserve all rights not expressly granted herein.

#### 4.2.

##### SEO Tester Online Marks.

SEO Tester Online® e Quarzio® are trademarks, DBAs and trade dress and/or service marks of SEO Tester Online and/or our affiliates and subsidiaries. Other marks, graphics, icons, names and logos used or displayed on or through the Website are trademarks, trade dress and/or service marks ("Marks") of us and our affiliates and subsidiaries or otherwise are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us and may be subject to such third parties' terms and conditions. User may not use any metatags or any other "hidden text" utilizing any of the aforementioned trademarks, trade dress and/or service marks without our and respective owner's prior written permission. User's right to use the Marks is strictly limited to the manner of use as instructed and approved by us, which right may be revoked or changed at any time at our (or the respective owners' or licensors') sole discretion. User will accordingly change or remove such display of materials immediately upon request by us or the respective Mark owners or licensors. User acknowledges and agrees that User shall not contest the ownership of the Marks on the Website for any reason. User's use or display of Marks will terminate effective upon the termination of this Agreement, suspension of the Services or upon notification by us or the respective owner or licensor to discontinue such use or display.

#### 4.3.

##### User's Marks.

User hereby grants us a worldwide, non-exclusive, unlimited and royalty-free license to use User's brands, names, logos, trademarks, trade names and service marks as used by User for informational and advertising purposes only.

#### 4.4.

##### improvements

The Company may incorporate updates or improvements to the Service. If the Company does so, these updates or improvements will be available in accordance with the Company's standard release process. The Subscriber may request changes to the Service and the Company may in its discretion agree to provide these. If the Company does provide any changes agreed with the Subscriber, such changes may be subject to the Subscriber paying additional Fees (as the Company agrees with the Subscriber) and they will be made available to the Subscriber as agreed with the Company (though the Subscriber acknowledge that this may be in accordance with the Company's standard release process).

#### 4.4.

##### Feedback and user generated contents.

Users are under no obligation to give SEO Tester Online any ideas, suggestions, comments or other feedback related to the Website, the

Services, or the business or operations of SEO Tester Online. If any User shares ideas, suggestions, comments, or other feedback with SEO Tester Online, SEO Tester Online will own such idea, suggestion, comment or feedback. User hereby assigns all of User's right, title, and interest in such idea, suggestion, comment, or feedback to SEO Tester Online and agrees that SEO Tester Online will be free to use and implement same, without restriction or obligation of any kind, without, however, any obligation to do so.

5.

## TERMINATION

5.1.

Termination Right.

Each Party may terminate this Agreement at any time at its sole discretion by written notice to the counterparty if it has been concluded by SEO Tester Online, whose news must be communicated at least 30 days before the closing date in writing by email notified to a User of a Paid Service.

In addition, SEO Tester Online may terminate this Agreement at any time and without notice for serious breaches of the Agreement, breach of law or any other provision of this Agreement.

5.2.

## Termination.

The Subscriber or Company may revoke the Terms of Use in writing to the other upon prior notice of at least 30 (thirty) days, such notice expires at the end of the Initial Subscription Period or any subsequent renewal term. Each Party may immediately terminate these Terms of Use by written communication to the other party if the other party commits a substantial breach of one of its obligations under this Agreement and, in the event of a breach, if the other party fails to remedy within 30 (thirty) days from the date of receipt of the notice by email, where the breach and the request for remedy are specified. Subject to any other rights or remedies of the Company, the Company may revoke the Terms of Use or resolve or suspend the Service (in whole or in part) and / or access the Site or Account of the Subscriber with immediate effect upon written notice to Subscriber if the Subscriber is in breach of any provision or any of the terms of payment. At the end of this Agreement for any reason (a) all licenses issued under this Agreement will be terminated immediately, (b) the User will no longer have any right to use the Service, (c) the Company may destroy or otherwise have any User Data or other data relating to a Subscriber in his possession and (d) any obligation or liability for reimbursement of the rights of the parties who have matured to the date of termination, including the right to claim damages for any breach of the 'agreements that exist at the time of expiration or before the expiry or impairment date are to be considered as resolute.

## 5.3.

### Effect of Termination.

Upon termination of this Agreement, all rights of the affected User with respect to the use of Website or Services shall terminate immediately.

5.4.

Survival.

Upon any termination of this Agreement for any reason, all provisions regarding indemnification, warranty, liability and limits thereon, and confidentiality and protection of proprietary rights and trade secrets, and any provisions which expressly or by their nature are required to survive such termination in order to achieve their purpose, shall so survive until it shall no longer be necessary for them to survive in order to achieve their purpose.

6.

## WARRANTY DISCLAIMER & LIMITATION OF LIABILITY

6.1.

Disclaimer.

Except where prohibited by law, the Services and the Website are provided “as-is” and “as available” and we expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We make no warranty that the Services or the Website (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; or (c) will

be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe. We further make no warranties or representations regarding the accuracy or completeness of the content on any sites linked to the Website.

6.2.

#### Limitation of Liability.

You acknowledge and agree expressly that in no case shall SEO Tester Online, its officers, directors, employees or agents be liable to you or to any third party for any direct, indirect, incidental, special, punitive or consequential damages including, inter alia, damages resulting from loss of profit, discredit, inability to use, loss of data or other tangible and intangible losses (even if SEO Tester Online has been informed of the possible occurrence of such damages ) deriving from:

(i) use or failure to use the Service or failure to access its contents;

(ii) any other circumstance pertaining to the Service;

arising out of, or related to, this Agreement, or any use of the Services or the Website.

This limitation of liability also applies in the case of damage resulting from use,

misuse or inability to use, exploit, or derive the Service

interruption, suspension or termination of the Service (including damages suffered by third parties).

Although SEO Online Tester undertakes all possible efforts to ensure that this site remains virus free, this condition can not be assured in an absolute way and SEO Tester Online declines any responsibility in this respect. We therefore recommend that you take all necessary security measures before downloading information from this Site.

Our responsibility for any damages arising out of or in connection with this Agreement will always be limited to a maximum of fifty euros (€ 50) or (b) to the amounts you paid in the previous 12 months. The existence of more than one complaint will not increase this limit. The previous limitation of liability applies to the maximum extent permitted by law in the applicable jurisdiction.

### 6.3.

#### Third Party Products and Services.

SEO Tester Online does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Website or any hyperlinked website or featured in any banner or other advertising, and SEO Tester Online will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

### 6.4.

#### Other Jurisdictions.

We make no representations that the Services or the Website are appropriate or available for use in all locations. Those who access or use

the Services or the Website from jurisdictions prohibiting such use, do so at their own volition and are responsible for compliance with local law.

7.

## INDEMNITY

You agree to defend, indemnify and hold harmless SEO Tester Online and its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Services and the Website; (b) your violation of any term of this Agreement; or (c) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive the termination of this Agreement and your use of the Services and the Website.

8.

## MISCELLANEOUS

8.1.

Assignment.

This Agreement, any part thereof or any rights or obligations under it may not be novated, assigned, outsourced or transferred by you without our advance written consent, but may be assigned by us without restriction or limitations. Any assignment or transfer in violation of the aforementioned provisions shall be deemed null and void. Subject to the forgoing, the



provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.2.

Force Majeure.

We shall not be liable for failing or delaying performance of our obligations resulting from any condition beyond our reasonable control, including but not limited to, use of third parties' equipment or services, communications failure, governmental action, war, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

8.3.

Governing Law/Jurisdiction

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, the Agreements (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of the state or country listed below, without regard to choice or conflicts of law principles.

Further, you and SEO Tester Online agree to the jurisdiction of the courts listed below to resolve any dispute, claim, or controversy that arises in connection with the Agreements (and any non-contractual disputes/claims arising out of or in connection with them). (In some cases, that jurisdiction

will be “exclusive”, meaning that no other countries’ courts can preside over the matter; have jurisdiction; in other cases, the jurisdiction is “non-exclusive”, meaning that other countries’ courts may have jurisdiction as well. This is indicated in the chart as well.)

Country	Choice of Law	Jurisdiction
Poland, Italy	Low of Italy	Exclusive; Courts of Local Country
Turkey	Low of Italy	Non-exclusive; Courts and other tribunals in the Republic of Turkey
Brazil	Law of Brazil	Exclusive; State and Federal Courts of São Paulo, State of São Paulo, Brazil
Canada	Laws of the Province of Ontario	Exclusive; Courts of Ontario, Canada
United States, Argentina, Bolivia, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Paraguay, Peru, Uruguay	State of California, United States	Exclusive; State and Federal Courts of San Francisco County, CA or New York, NY

Estonia, Hong Kong, Latvia, Lithuania	Low of Italy	Non-exclusive; Courts of Italy
Spain	Low of Spain	Exclusive; Courts of the consumer's current domicile in Spain.
All remaining countries	Low of Italy	Exclusive; Courts of Italy

This Agreement and all matters arising therefrom and any disputes arising between the parties in connection with this Agreement, governed and interpreted in accordance with Italian law, despite the provisions of the law on conflict, refer to the Forum of Catania as the only competent forum, where applicable, with exclusive jurisdiction in any legal proceedings arising out of or related to this Agreement, and the User irrevocably agrees to that exclusive jurisdiction. This, however, will not prevent any court action from any other jurisdiction for an injunction or the like.

#### 8.4.

##### Class action waiver

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND SEO TESTER ONLINE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and SEO Tester Online agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

8.5.

#### Arbitration

If you are located in, are based in, have offices in, or do business in a jurisdiction in which this Section 24.3. is enforceable, the following mandatory arbitration provisions apply to you:

8.6.

#### Dispute resolution and arbitration

You and SEO Tester Online agree that any dispute, claim, or controversy between you and SEO Tester Online arising in connection with or relating in any way to these Agreements or to your relationship with SEO Tester Online as a user of the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Agreements) will be determined by mandatory binding individual arbitration. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Agreements.

8.7.

#### Exceptions

Subject to clause 8.6. the user and SEO Tester Online agree that nothing established herein may exclude, preclude or otherwise limit our rights, at any time, to (1) carry out individual action in a court for minor litigation, (2) pursue imposition actions through federal, state or local agencies where such actions are available, (3) request injunctive relief from a court, or (4) use the court to resolve a claim for infringement of intellectual property.

8.8.

#### Arbitration rules

The user or SEO Tester Online may initiate arbitration proceedings. Any arbitration between you and SEO Tester Online will be settled in accordance with the arbitration rules of the Italian Chamber of Commerce currently in force by one or more arbitrators in charge of the law, as amended by these Agreements, and will be managed by Competent Chamber of Commerce.

Any arbitration will be conducted in Italian and, unless otherwise required by a mandatory law of a Member State of the European Union or of any other jurisdiction, the law to be applied in such arbitration shall be that of the Italian State irrespective of choice or conflict of principles of law.

## 8.9.

### Time for filing

Any arbitration must be commenced by filing a demand for arbitration within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

## 8.10.

### Notice; Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). SEO Tester Online's address for Notice is: SEO Tester Online, Attn: General Counsel, 45 W. 18th Street, 7th Floor, New York, New York 10011, USA. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or SEO Tester Online may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or SEO Tester Online shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, SEO Tester Online shall pay you (1) the amount awarded by the arbitrator, if any, (2)

the last written settlement amount offered by SEO Tester Online in settlement of the dispute prior to the arbitrator's award; or (3) \$1,000.00, whichever is greater. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law. Except as required to enforce the arbitrator's decision and award, neither you nor SEO Tester Online shall make any public announcement or public comment or originate any publicity concerning the arbitration, including, but not limited to, the fact that the parties are in dispute, the existence of the arbitration, or any decision or award of the arbitrator.

8.11.

#### Modifications

In the event that SEO Tester Online makes any future change to this arbitration provision (other than a change to SEO Tester Online's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to SEO Tester Online's address for Notice, in which case your account with SEO Tester Online shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject, shall survive.

8.12.

#### Enforceability

If the class action waiver at Section 24.2 is found to be unenforceable in arbitration or if any part of this Section 24.3 is found to be invalid or unenforceable, then the entirety of this Section 24.3 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 24.1 shall govern any action arising out of or related to the Agreements.

#### 8.13.

##### Electronic Notices.

You agree to receive communications from us in an electronic form. Electronic notices will be delivered to your email address, which you used for registration purposes, as it may be subsequently changed by you in your account settings or by written notice to us. All communications in electronic format will be considered to be “in writing” and to have been received on the day that we send them. We reserve the right, but assume no obligation, to provide communications in paper format.

#### 8.14.

##### Entire Agreement.

This Agreement, together with the Privacy Policy, shall constitute the entire agreement between you and SEO Tester Online concerning your use of the Website and the Services. However, terms and conditions of some other SEO Tester Online services and products, like our Blog, affiliate program BeRush, our Webinars, SEO Tester Online’s toolbar for browsers and other, may impose additional terms, which can be found in the terms and conditions for such services and products.



8.15.

Languages.

This Agreement is drawn up in the Italian language, which binds in all its translations into other languages, made by us and provided for your convenience, as applicable. The Service has been designed in Italian and its translations into other languages may contain inaccuracies for which we will not be responsible; we recommend that you use the Italian version and use versions in other languages only for references and at your own risk. You also agree to have all communications with us in Italian.

8.16.

No Waiver.

No missed or delayed exercise of any right or remedy provided by this contract by any of the counterparties to this Agreement to exercise any rights or remedies provided by this Agreement or by law constitutes a waiver of such (or any other) right or remedy, nor precludes or limits its further exercise.

No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy; and will

not be construed as a waiver of any subsequent breach or default under the same or any other provision of this Agreement.

8.17.

Severability.

All the provisions of this Agreement are distinct and severable. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, this shall not impair the operation of this Agreement or affect the other provisions which are valid.

9.

PRIVACY E COOKIE POLICY

Use of the Services is also governed by our Privacy Policy, the provisions of which are adopted herein by reference so when we refer to this Agreement we also refer to the Privacy Policy.

10.

CONTACTS

We are always available to be reached by phone at +39 327 89 53 647, or by e-mail at [info@www.seotesteronline.com](mailto:info@www.seotesteronline.com).

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