yoast

Yoast Terms of Service

Date of last modification: August 29th 2024

Your use of the software, applications and other products and services provided by Yoast (the "Services") is subject to the terms and conditions set forth in these Yoast Terms of Service ("the Agreement").

Term. By purchasing the Services, you agree to allow us to place you on a recurring term of 1-year periods. The Agreement is active from the day we receive your initial fee payment and will last for one year ("Initial Term"). The Agreement will automatically renew for successive periods of the same period (each a "Renewal Term") until terminated by either party. The Initial Term and any Renewal Terms shall be collectively referred to as the "Term.".

Installation. When you purchase our software, you can choose for either the manual installation or automatic installation flow. You are entirely free to choose which installation flow you would like to follow; however, we do recommend you to closely follow the installation steps as described on the designated page of our website. Although we do our best to prevent any bugs, we cannot take responsibility for any complications that occur when you install our software, such as security complications and downtime of your website. Before installation make sure that your website is compatible with the Yoast software.

Payment & billing. You will pay to Yoast all fees for the Initial Term of the Services you buy set forth on the checkout page at the time you order our Services. After we receive your payment, the Services will immediately be available to you. You will pay to Yoast all fees for each Renewal Term of the

Service at the time of renewal, which is the date your previous term expires. This date is listed as 'next billing' in your MyYoast account.

Fees must be paid in the manner(s) made available by Yoast. Your subscription will automatically be re-billed for each Renewal Term on the date your Initial Term or previous Renewal Term expires, and we will take payment from the payment method you used for your previous purchase. We may make multiple attempts to collect payment from the payment method on file if the initial attempt is not successful. We shall give you notice of the upcoming charge two (2) weeks before the payment date for each Renewal Term. This notification will be sent to the contact email address in MyYoast. If we fail to collect payment after mutual attempts, we may cancel your subscription.

All fees are non-refundable when paid except as provided in our <u>Refund</u> <u>Policy</u>. For most Services, we offer a <u>30-day money-back guarantee after your</u> <u>initial purchase</u>.

Pricing. The advertised fees do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority with respect to the Services provided hereunder. VAT taxes are added and made visible during the checkout process before you make a purchase so you know what price you will pay before purchasing.

We may change the prices of our Services from time to time. We may once every payment period adjust the fees for the next payment period. We will announce any price change in advance. If we increase the price within three months after you purchased any of our Services, you may terminate the Agreement. **Support services.** We provide support for your active subscriptions in the best way we can. We do this via email and live chat and might use different channels in the future. You can reach us via the plugin, via MyYoast and at support@yoast.com. Availability and manner of contacting will be published on the Yoast website and other channels. Support services are only available for any Services for which you have paid the applicable fees.

Update services. Yoast will from time-to-time release updates to the software. Those updates aim to improve functionality or address bugs or limitations. The released updates are available to you if you have an active subscription to the updated software. We always want to improve the user experience. We therefore encourage you to address any issues you come across. Your feedback is important to us for future updates. Yoast owns all updates and will make them available under the GPL license as with all Yoast software.

Updates can be installed in two ways; manual and automated. If you choose to manually update, we will send you a notification whenever a new update is available, which you can then install. When you choose automated updates, you will need to consent to automated updates once, after which new updates will be automatically installed. Beware that you are responsible for the compatibility of your website with new updates, regardless of the manner of installation.

Updates to the software are only available for any Services for which you have paid the applicable fees.

Unilateral amendment. Yoast reserves the right to unilaterally modify these terms of service or to modify, change or discontinue any aspect of the

Services at any time. Such changes or modifications shall be effective immediately upon publication thereof.

Termination. You may terminate the Agreement having effect the following Renewal Term, which must be done at least before the start of the day that is listed as 'next billing' in your MyYoast account. You can terminate the Agreement by giving notice in your MyYoast account. If you qualify as a consumer under applicable law, you have the right to terminate the Agreement during each Renewal Term at any time with one month's notice. In such case you will receive a refund for the remainder of the aforementioned contract period.

Termination by Yoast. Yoast may terminate the Agreement or limit its services to you without notice in the event:

- You fail to pay any fees due under the Agreement to Yoast;
- You violate the terms and conditions of the Agreement;
- the website(s) in question contain(s) explicit or offensive content;
- you are abusive towards Yoast's staff in any manner;
- you repeatedly make demands that are unreasonable or clearly outside the scope of the Agreement;
- For any other lawful reason, including to comply with applicable law.

In such event, Yoast will not refund to you any fees paid in advance of such termination or limitation and you shall be obligated to pay all fees accrued prior to the effectiveness of such termination.

Termination or limitation of Services is determined by Yoast at in its sole discretion.

Discounts. The applicability of any discounts may be determined and announced at Yoast's sole discretion. No rights can be derived from any previous discount regarding applicability of any discount for any Renewal Term or purchase of any Service.

No personal data. You shall not share any personal data with Yoast other than described in our Privacy Notice. If you do, you shall fully indemnify Yoast for all costs and damages associated with its processing and removal, including administrative fines and costs of secure deletion.

Limitation of liability. Except in case of intentional misconduct or gross negligence, Yoast accepts no liability for any damages caused in connection with the services under this Agreement. This includes but is not limited to damages in the form of data loss, failure to operate, lost revenue or missed profits.

Governing Law. Dutch law is applicable to this Agreement. Any disputes in connection with this Agreement are governed by Dutch law and must be brought before the courts of Arnhem, the Netherlands.

Additional terms for Video SEO and Local SEO for WordPress plugin. In the Yoast Video SEO for WordPress plugin, we use the YouTube API. If you are using this plugin to embed YouTube videos, by agreeing to the Yoast Terms of Service, you also agree to the <u>YouTube terms of services</u> and <u>Google Privacy</u> <u>Policy</u> In the Yoast Local SEO for WordPress plugin, we use the Google (Maps)API. If you are using this to embed Google Maps, by agreeing to the Yoast Terms of Service, you also agree to the <u>Google Maps Platform Terms of</u> <u>Service.</u> The GNU General Public License is a free, copyleft license for software and other kinds of work. You can <u>find the entire text of the license here</u>. In the light of section 7 of the General Public License, the following additional terms apply, in which 'material' means any of the Services that have been made available under the GNU General Public License:

- You are prohibited to make misrepresentations of the origin of that material, or to require that modified versions of such material be marked in reasonable ways as different from the original version;
- You are limited in the use for publicity purposes of names of licensors or authors of the material;
- 3. You are declined any grant of rights under trademark law for use of the trade names, trademarks, or service marks of Yoast BV;
- 4. You are required to indemnify licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

Yoast SEO Academy. The Yoast SEO Academy offers certain online courses. Yoast will make its best effort to always have the courses available, but we make no guarantees in that regard. The content of the courses may change from time to time and Yoast reserves the right to withdraw any and all courses at any time. The course content is copyrighted by Yoast and may only be used by one person within your organization. Further use, copying or distribution is strictly prohibited.

Al Services Terms

In addition to the Terms of Service and Privacy Notice, the following terms also apply if you utilize our AI title and description generator tool or any other Al-enabled product or service (collectively, the "Al Services") offered by Yoast (collectively, the "Agreement"):

- You are responsible for any input you upload to the AI Services (Input). You agree not to input any private sensitive information into the AI Services. Examples of private sensitive information may include, without limitation, personally identifiable information, bank account numbers, medical records, and financial records of any person. By using the AI Services, you agree that your Input of any business-sensitive information is at your own risk.
- You may only enter Input that is generally seen as appropriate. Yoast's AI Services may automatically reject certain Input that could be explicit, offensive, or in other ways inappropriate in nature. You explicitly agree not to create any harmful content with the use of the AI Services.
- 3. Yoast reserves the right to limit access to the AI Services at our sole discretion.
- 4. Yoast does not guarantee the quality and accuracy of any content generated by the AI Services (collectively, "AI Output"). You should proofread and confirm all AI Output is accurate and correct. Yoast is not responsible for any errors in the AI Output. The use of the AI Output is at your sole risk.
- Yoast does not own Al Output. Yoast's Al Services may produce similar Output for you based on Output created by other customers. Therefore, your rights in the Al Output may not be enforceable against other customers.
- 6. You give Yoast the right to use your AI Input and AI Output to market and improve our products and AI Services.

Yoast Refund policy

We, the Yoast staff, want you to be completely happy when you use any of our Services. If you have any questions, concerns or problems, please let us know, preferably via live chat within the plugin or via MyYoast. Responses to your purchase email will automatically land in our inbox.

Refunds for initial purchases.

If you purchase a Service and decide that your purchase was not the right decision, you may cancel your purchase within thirty (30) days following your initial purchase. Yoast will provide you a refund of the price you paid.

Simply contact us by completing a short <u>refund form</u> and let us know you'd like a refund, with a clear explanation of why you're not happy.

No refunds are provided after a period of thirty (30) days after your initial purchase and refunds do only apply to Initial Terms.

Refunds in case you have upgraded to a bundle.

If you have upgraded your initial subscription to a bundle and feel like that was not the right decision, you can downgrade your upgraded subscription within thirty (30) days of the upgrade.

You can do this by contacting us by reaching out to our support team via live chat within the plugin, via MyYoast or via support@yoast.com or fill in the refund form below. If the refund period for your Initial Term already has passed, we won't refund you for that. No refunds are provided after a period of thirty (30) days after you have upgraded to a bundle and refunds do only apply to the first time you've upgraded to each bundle.

Refunds for Yoast SEO Academy.

If you're unable to follow any of the courses of Yoast SEO Academy due to technical issues within the control of Yoast, we will refund you. If you've gone into the course and have completed sections, we will no longer offer a refund. However: if you're not happy, please email us. We would love to know how we can improve. Simply replying to your purchase email is sufficient.

Refunds for the Services mentioned above only apply to the Initial Term and refunds do not apply to renewals.