Yoast software services terms & conditions

These terms & conditions apply to the update and support services provided by Yoast BV of the Netherlands to you as a licensee of any GPL-licensed software provided by Yoast for which you have paid the applicable fees.

Support services. Yoast will provide a reasonable level of technical and end-user support regarding the software via e-mail and other channels as announced from time to time. Availability and manner of contacting will be published on the Yoast website and other channels.

Update services. Yoast will from time to time release updates to the software that improve functionality or address bugs or limitations. Further, at your request Yoast will strive to create updates that address issues identified by you, if reasonable and within the scope of the software. Such updates will be owned by Yoast and made available under the GPL license as with all Yoast software and updates thereto.

Consideration. Support and updates are only available for any software for which you have paid the applicable fees. For the first twelve months of this agreement, an initial fee is due. For subsequent months further fees are due as announced by Yoast. Fees are due in advance and must be paid in the manner(s) as indicated by Yoast. Refunds are available up to 30 days after payment. Yoast may once every payment period adjust the fees for the next payment period.

Yoast reserves the right to limit its service in case

- The website(s) in question contain(s) explicit or offensive content
- You or your staff does not behave in a civil manner towards Yoast personnel
- You repeatedly make demands that are unreasonable or clearly outside the scope of the contract

In such cases, Yoast will issue a written statement explaining the reasoning behind the limitation.

Confidentiality. Yoast shall keep strictly confidential all non-public information from you it may collect in connection with your use of the software. No obligation for confidentiality exists regarding any input for suggested updates.

No personal data. You shall not provide Yoast with any personal data (EU/GDPR) or personally identifiable information (USA) unless specifically authorized in writing beforehand. 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.

Term. The agreement is entered into on the day your initial fee payment is received by Yoast and remains in force for an initial twelve-month period. Upon receipt of further payments, the agreement is renewed for successive yearly periods. Both you and Yoast can cancel anytime with effect at the end of the then-current term.

Discounts. Any discounts only apply to the first term of the purchased subscription.

Law and venue. Any disputes in connection with this agreement are governed by Dutch law and must be brought before the courts of Arnhem, the Netherlands.

Our software is made available under the GPL license

The GNU General Public License is a free, copyleft license for software and other kinds of works. You can <u>find the entire text of the license here</u>.

Additional terms apply

In the light of <u>Article 7</u> of the GPL license, the following additional terms apply:

- 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;
- ii. You are limited in the use for publicity purposes of names of licensors or authors of the material;
- iii. You are declined any grant of rights under trademark law for use of the trade names, trademarks, or service marks of Yoast BV;
- iv. 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 Academy terms & conditions

These terms & conditions apply to the online courses and information provided by Yoast BV of the Netherlands to you.

Services. Yoast offers certain online course content relating to web design, search engine optimization and related subjects. The content of courses may change at any time. Courses may be withdrawn at any time, subject to thirty days prior notice.

Availability. Yoast will use its best efforts to have the content available at all times but makes no guarantees in this regard. If content is not available at a specific point in time despite a specific promise by Yoast and this is due to a technical issue within the control of Yoast, any fees for such content will be refunded.

Copyright. 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.

Consideration. For access to course content fees are due as agreed between You and Yoast. Fees are due in advance and must be paid in the manner(s) as indicated by Yoast. Yoast may once every payment period adjust the fees for the next payment period.

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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.

Term. At your option and upon receipt of the applicable payment, the service is entered into for successive periods of one year. Both you and Yoast can cancel anytime with effect at the end of the then-current term.

Discounts. Any discounts only apply to the first term of the purchased subscription.

Law and venue. Any disputes in connection with this agreement are governed by Dutch law and must be brought before the courts of Arnhem, the Netherlands.