

Terms and Conditions of SEOZoom ®

Description

The following conditions represent a legally valid contract between the product and registered trademark SEOZoom owned by Seo Cube s.r.l. Legally located in Napoli and yourself, as user or software subscriber. Privacy Policy is included on this agreement.

SEOZoom offers to people and companies the access to a series of information related to web marketing and search engine optimization and different tools of analysis. You can access this info both as guest user with some limitations and with a monthly or annual subscription. Paying user will be defined by Subscriber or Client while free user will be defined as Guest. To define both typologies we will always use the term “user”.

The software is only available to users:

- Who are humans (not bots) and over the 18 years of age, and for at least 18-years-old subscribers.
- Who released true information on their registration profile.
- With a valid email address.

2. WARRANTY DISCLAIMER

The user expressly takes note of the following.

- a) The use of the software is at its own risk and danger. The software is provided “as it is” without warranty of any kind. To the extent permitted by law, SEOZoom expressly excludes any warranty and condition, explicit or implicit.
- b) SEOZoom does not guarantee in any way (i) that the software will meet the user’s requirements, (ii) that the software is free from errors or defects, (iii) safety, reliability or correctness of the software, and (iv) that any errors in the software will be corrected.
- c) All information conveyed through the software is used at the discretion and risk of the user, who will be solely responsible for any damage in any way related to the use of the software.
- d) No advice or information, whether oral or written, provided by SEOZoom or by third parties or through the software will give rise to guarantees not expressly indicated in these terms and conditions.

3. LIMITATION OF LIABILITY

The user expressly acknowledges and accepts that SEOZoom shall not be liable for direct, indirect, incidental, special, consequential or exemplary damages, including damages resulting from loss of profit, discredit, impossibility of use, loss of data or other tangible and intangible losses (including if SEOZoom has been informed that such damage may occur) resulting from:

- (i) use or failure in using the software or accessing its contents;
- (ii) any other circumstances relating to the software.

In no case will SEOZoom be held liable to users for the correct or incorrect of the software. This limitation of liability shall apply in order to avoid compensation for direct, indirect, incidental, consequential, special, exemplary and punitive damages, including in the case of claims based on breaches of warranties and contracts or civil wrongdoing (including negligence) and even if SEOZoom has been warned that such damage may occur. This limitation of liability also applies in the case of damage resulting from the use, incorrect use or inability to use or exploit the software or

arising from the interruption, suspension or termination of the software license (including damage suffered by third parties). Although SEOZoom undertakes all possible efforts to ensure that this Site remains free from viruses, this condition cannot be absolutely ensured and SEOZoom disclaims any liability in this regard. We therefore advise you to take all necessary security measures before downloading information from this Site.

Veracity of Data

SEOZoom is not a visits tracking software and we cannot access detailed information about certain traffic sources such as referral, Traffic from social networks, direct traffic, traffic from advertising campaigns or emails that require the installation of tracking codes on the website. Furthermore, SEOZoom is not aware of all the possible keywords that could be used by search engine users, that is why our estimates are made on a sample of keywords considered interesting by our algorithms and not on the totality of keywords actually used by users. For a more accurate and realistic traffic estimate it is more appropriate to use traditional analytics software.

That being said, SEOZoom is not responsible for misinterpretations of such data nor for any losses resulting from them. To get a clear idea of what the actual traffic of a website is, you need full access to internal analytics systems (server log analysis or pixel tracking) to get information about any traffic source.

The estimates provided by SEOZoom are the result of an analysis carried out exclusively on organic traffic (by search engines) and on a small sample of keywords, then the organic traffic estimates of SEOZoom will almost always be lower than the actual organic traffic that the user could see in analytics software (e.g. server log analysis or pixel tracking). In case of economic negotiations and partnerships with any third parties, it is advisable to ask for the analytical data and not rely exclusively on SEOZoom estimates as they are the result of statistical and probabilistic calculations.

User's duties and responsibilities

The user commits not to take any action to disrupt the normal functioning of this Site, nor to compromise its integrity, either through its unauthorized access, modification of the content, limitation of the access of other users or through similar actions. It is prohibited to extrapolate data in an automated way and the violation of these terms could result in the exclusion of use to a user or subscriber at our discretion.

It is also prohibited to resell or share subscriptions with other natural and/or legal entities if their subscription plan does not explicitly allow it.

Automatic renewals

The subscriber is responsible for verifying the status of payment subscriptions before each renewal. If you do not want to renew automatically you need to notify us promptly by visiting the profile and billing page so to know when the account will be renewed and disable any automatic payments. Subscriptions are repeated monthly or annually in most cases, depending on the choice of the single subscriber during registration.

Refunds policy

SEOZoom has no obligation to provide refunds. If you decide to cancel your subscription to SEOZoom during the period of validity of your subscription, there will be no partial or total refund.

If you choose to downgrade your subscription during the period of validity of your subscription, you may be entitled to change the monthly amount, but you are not entitled to a refund.

Data confidentiality

premised that

- **SEOZoom** will become aware of confidential information of the **Client** in order to provide the proper functioning of the software.
- As confidential information we mean as an example and not exhaustive: entered Websites, analyses carried out, keywords monitored, competitors entered, returns obtained.
- that such information constitutes business secrets for the **Client**;
- that the above information will be disclosed to **SEOZoom** and - potentially - to internal staff in charge of development or customer care,

it is hereby agreed as follows

1. Confidential information shall be disclosed only when necessary for the correct work of a selected number of people belonging to **SEOZoom** staff and, that is, to those who will actually need to be aware of it in case of technical verifications.
2. **SEOZoom** and the staff aware of these info commit to keep it strictly confidential and not to disclose it to third parties for a period of 10 (ten) years from the date of registration of the user.
3. **SEOZoom** undertakes not to use confidential information for any other purpose other than the use necessary for the proper functioning of the software.
4. **SEOZoom** undertakes not to use this information in competition with the Customer. In particular, **SEOZoom** commits to ensure a commercially loyal behaviour towards the Client, not using the confidential Information and/or the reserved Materials received to hinder the Customer's business relations with its clients and/or contacts, through the direct or indirect offer of services and/or products which, although not identical or similar, are also suitable to satisfy the requests of customers and/or contacts.
5. **SEOZoom** appoints Mr Ivano Di Biasi single administrator of SEO Cube s.r.l. as the person responsible for the treatment of confidential information and/or reserved materials. This person in charge will have the obligation to have the personnel who may become aware of the Confidential Information and/or Confidential Materials sign a declaration with which they assume the confidentiality obligations specified in this contract.
6. **SEOZoom** will use the utmost professional diligence to prevent computer intrusions and allow third parties to have access to confidential data without authorization.
7. **The customer** undertakes to keep the credentials of access to the **SEOZoom** software well guarded to prevent unauthorized third parties from obtaining the confidential information specified in this Agreement.

Integrations referring to the GDPR EU Regulation 2016/679

Changes have been made to the GDPR privacy legislation, available at the following link:
<https://www.seozoom.co.uk/gdpr/>.

Date of document update section GDPR: 24/05/2018