

# SEMRUSH

## CONTENT MARATHON TERMS AND CONDITIONS

These Content Marathon Terms and Conditions ("**Terms**") are a legally binding agreement between the user ("**User**" or "**you**") of SEMrush Service and Applicable SEMrush Company ("**SEMrush**", "**SEMRush**" "**we**" or "**us**") as described in SEMrush Terms and Conditions, accessible at <https://www.semrush.com/company/legal/terms-of-use/> (hereinafter "**SEMrush Terms and Conditions**").

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

These Content Marathon Terms and Conditions includes and hereby incorporates by reference the SEMrush Terms and Conditions, as such agreement may be in effect and modified by SEMrush from time to time.

**IF YOU DO NOT AGREE WITH ANY PROVISION OF THESE TERMS, YOU MAY NEITHER CONTINUE WITH THE PROCESS OF REGISTRATION NOR FURTHER USE THE Service.**

### 1. Service

**1.1. Definition.** "**Service**" consist of an online one-week writing course accessible at [contentmarathon.com](http://contentmarathon.com) (the "Site"), which includes 7 expert video tutorials on 7 topics that cover the universal rules of writing, 7 practical exercises and a space to submit the texts ("Content Marathon"), accessible to registered Users and the possibility for unregistered Users to leave an application for gaining access to Content Marathon. Among other things, the Service could include (a) daily tasks and writing tips to help Users turn writing into a habit, (b) pdf materials with each video outline and extra resources on a given topic, (c) access to the relevant group in the social media.

**1.2. Changes.** We reserve the right to change the terms or specifications of any Service in our discretion, with or without prior written notice to the Users, by replacement of text of these Terms or description of paid subscription plans on the Website or by written notice to you. Any changes will take effect immediately unless otherwise stated in the notice of change. If any amendment is unacceptable to you, your only recourse is to terminate relations with SEMrush. Your continued use of the Service following our notice of change will constitute a binding acceptance of these Terms, as amended.

**1.3. Additional Service.** Unless explicitly stated otherwise, any new features that augment or enhance the currently offered Service, including the release of new SEMrush Service, shall be subject to these Terms.

**1.4. Right to Use Service.** SEMrush hereby grants you permission to use the Service and the Site solely as set forth in these Terms and in the manner set forth on the Site. In the event of any conflict between these Terms and the Site, these Terms shall prevail. In the event of any conflict between these Terms and SEMrush Terms and Conditions, SEMrush Terms and Conditions shall prevail. Any use of the Service other than as set forth in these Terms or in violation of any term of these Terms will result in suspension or revocation of your use privileges in our sole discretion. You may not use Service if you are not of legal age to enter into a contract in your jurisdiction or if you do not have the authority to accept these Terms of Use. If you are under 18, please do not attempt to use the Service or send any information about yourself to us, including your name, address, telephone number, or email address. If we learn that we have collected personal information from anyone under age 18 without verification of parental consent, we will delete that information as quickly as possible.

**1.5. Suspension or Termination of Service.** Notwithstanding anything stated or implied to the contrary in these Terms, we may at any time, without derogating from our other rights under these Terms, applicable law or otherwise, suspend or terminate any or all of the Service, 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 foregoing, solely with respect to registered Users of paid Service, whenever reasonably possible, such Users may be given up to thirty (30) days prior notice of suspension or termination.

**1.6. Third Party Service.** We reserve the right to use third party service providers in the provision of all or part of the Service including, but not limited to, hosting providers, payment processing Service, information and communication Service, analytics Service, internet advertising platforms, advertising service providers and platforms. Where any of the aforementioned Service are provided by third parties, the User may be subject to such third party's terms and conditions. We accept no responsibility for Service provided by any third party.

## **2. REGISTRATION AND ACCOUNT**

**2.1. Use of the Service.** You may use the Service either as a registered, or as an unregistered User, according to the terms specified herein. You may have the possibility to use the Service as a registered User by payment of the applicable registration fee and registering as a User of the paid Service on the Site, specified below.

**2.2. Acceptance.** By using the Service, you accept these Terms, SEMrush Terms and Conditions and you fully authorize us to obtain, process, store, use and transmit your personal data in accordance with our Privacy Policy, accessible at: <https://www.semrush.com/company/legal/privacy-policy/>, which forms an integral part of these Terms.

**2.3. User Representations.** By using the Service, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are at least 18 years of age and have the capacity and authority to enter into these Terms; and (d) your use of the Service does not violate any applicable law or regulation.

**2.4. Registration; Billing.** According to the terms specified herein, you may have the possibility to register as a User and obtain access to the paid Service, by providing billing details, payment the applicable registration fee and creating a user account on the Site by following registration procedures and instructions set forth therein. As a registered User, you agree to notify us promptly of any changes to your billing details.

**2.5. Login, Password.** You are solely and fully responsible for the maintenance of all of your User registration accounts, including, but not limited to, your User login and password.

**2.6. User Responsibilities.** You are responsible for all of the following with respect to your use of the Service:

2.6.1. maintaining the security of your User account and all the activity that occurs on your User account;

2.6.2. maintaining accurate account information at all times, including a valid email address and billing information and updating such information as necessary;

2.6.3. obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges); and

2.6.4. obtaining and maintaining all equipment necessary to access the Service.

**2.7. Prohibited Uses.** You are expressly prohibited from using the Service in any of the following ways or for any of the following purposes:

2.7.1. **No Illegal Purpose.** You may not use the Service for any illegal or unauthorized purpose, including in any way that violates copyright or other applicable laws.

2.7.2. **No Tampering.** You may not use the Service in a way that is detrimental to the operation of the Service or the access or use of the Service 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 Service, including by hacking, deleting, augmenting or altering the Service.

2.7.3. **Permission Required.** You may not, without our prior written permission: (i) copy, distribute (including by framing any of the Service on any website), modify, enhance, translate, reproduce, sell, resell, sublicense, rent, lease, or otherwise attempt to exploit the Service or any data resulting therefrom; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code; (iii) make derivative works of the Service; (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 Service; (v) modify another website so as to falsely imply that it is associated with the Service, SEMrush or any other SEMrush products or Service; or (vi) make the Website or Service 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.

2.7.4. **Automatic Inquiries.** All automatic inquiries are prohibited.

2.8. **Assignment.** A User may not assign, transfer, exchange, pool or barter any of its rights or obligations under these Terms or the User account, unless expressly permitted by SEMrush in writing. Any violation of the foregoing restrictions is grounds for immediate User account termination. For changes in access under corporate subscriptions to the Service we may require from you a detailed explanation of changes in your circumstances, along with confirmation of employment and other reasonable information and relevant documents.

2.9. **De-Registration.** You may delete your User account at any time. Note that doing so will delete all your data and information stored on SEMrush servers and SEMrush will bear no responsibility for such loss of data or information. All Service fees incurred prior to de-registration (if any) will be due and owing, until paid in full, such de-registration notwithstanding.

2.10. **Termination by SEMrush.** SEMrush reserves the right to terminate any User account for abusive or fraudulent activity, for failure to comply with these Terms, or for any other reason in its sole discretion.

### 3. FEES AND SETTLEMENT

3.1. **Registration Fees.** You may have the possibility to become the registered User of the paid Service by providing us billing details for becoming a registered User and filling in the applicable registration form on the Site. User will be charged the registration fees set forth in the relevant section on the Site or as otherwise offered on the Site for a particular service (the "**Fees**"). The Fees, unless explicitly shown during the process of purchasing 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 Service, 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. **Change in Fees.** We may change the registration fees and/or introduce new charges in addition to the registration fees in our sole discretion upon thirty (30) days' prior written notice to the User. Notwithstanding the foregoing, we may increase the registration fees, immediately and with contemporaneous notice, in the event of (a) any change in the Service or fees of our third party service providers; (b) changes in the Service 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.

**3.4. Payment.** Any registration fees shall be paid before the start of the Content Marathon, or as otherwise offered on the Website, at the option of the User by credit card or other payment method accepted on the Website. Any bank fees and charges shall be borne solely by User.

**3.5. Refund policy.** We provide paid Service on a prepaid basis. Users may discontinue their use of any Service at any time in accordance with instructions posted on the Site. The date and time of any cancelation of paid Service shall be the date and time on which the User completes the full cancelation process. The Fees for the Service may be refundable in whole or in part before the start of the Content Marathon in accordance with instructions posted on the Site.

Repeated registrations or/and subscriptions for the Service and cancellations, followed by requests for refunds, by a User may, in our sole discretion, be deemed to be in bad faith, and we reserve the right to withhold Service to any such offending User and refuse any refund otherwise available to such User.

#### **4. TERMINATION**

**4.1. Termination Right.** Either party may terminate these Terms at any time in its sole discretion with written notice to the other if terminated by SEMrush, which notice shall be at least 30 days prior to the termination date if to a registered User of paid Service. Notwithstanding anything stated or implied to the contrary in these Terms, SEMrush reserves the right to terminate the User's access to the Service immediately without notice: (i) of unregistered User during the Test Period; (ii) for abusive or fraudulent activity, (iii) for failure to comply with these Terms, or (iv) for any other reason in its sole discretion.

**4.2. Effect of Termination.** Upon termination of these Terms, all rights of the affected User with respect to the use of Site or Service shall terminate immediately.

**4.3. Survival.** Upon any termination of these Terms for any reason, all provisions regarding indemnification, warranty, liability and limits thereon, and confidentiality and protection of proprietary rights and trade secrets, specified in SEMrush Terms and Conditions, 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.

**4.4. Entire Agreement.** These Terms, together with SEMrush Terms and Conditions, the Privacy Policy, shall constitute the entire agreement between you and SEMrush concerning your use of the Site and the Service.

#### **5. PRIVACY**

Use of the Service is also governed by our Privacy Policy, the provisions of which are adopted herein by reference so when we refer to these Terms we also refer to the Privacy Policy.

## **6. CONTACTS**

We are always available to be reached by e-mail at [mail@contentmarathon.com](mailto:mail@contentmarathon.com).

**IN ANY MATTER NOT COVERED BY THESE TERMS THE PARTIES HERETO SHOULD REFER TO SEMRUSH TERMS AND CONDITIONS.**

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