SEMRUSH ADS LAUNCH ASSISTANT TERMS

These Semrush Ads Launch Assistant Terms ("**Ads Launch Assistant Terms**") apply with respect to your use of Ads Launch Assistant, as hereinafter defined, and form part of the Semrush Terms of Service available at https://www.semrush.com/company/legal/terms-of-service/ ("**Semrush Terms of Service**"). By registering for, accessing or using Ads Launch Assistant, you acknowledge that you have read, understood, and agree to be bound by these Ads Launch Assistant Terms. Capitalized terms not defined herein shall have the meanings assigned to them in the Semrush Terms of Service. In the event of any conflict between these Ads Launch Assistant Terms and the Semrush Terms of Service, these Ads Launch Assistant Terms shall prevail solely with respect to Ads Launch Assistant.

PLEASE READ THESE ADS LAUNCH ASSISTANT TERMS CAREFULLY. IF YOU DO NOT AGREE WITH THESE ADS LAUNCH ASSISTANT TERMS, YOU MAY NOT REGISTER FOR OR USE THE ADS LAUNCH ASSISTANT.

1.   USE OF THE ADS LAUNCH ASSISTANT

Definition.
"**Ads Launch Assistant**" – means the Semrush service designed to assist Users to create, manage and get statistics on User's advertisement campaign in Meta and Google Ads services as described more fully at https://www.semrush.com/apps/ads-launch-assistant/ or another URL we designate.

"**Google Ads Services**" - means services for placing and distributing your advertisement campaigns on Google platform.

"**Meta Ads Services**" - means services for placing and distributing your advertisement campaigns on Meta platforms, including but not limited to, Instagram and Facebook.

Right To Ads Launch Assistant. Semrush hereby grants you permission to access and use Ads Launch Assistant in accordance with these Ads Launch Assistant Terms.

Privacy. Google may request authorization documents to verify your Google Ads Services account, which we will transfer to Google on your behalf. By accessing or using Ads Launch Assistant, you authorize us to obtain, process, store, use and

transmit your personal data in accordance with our Privacy Policy available at https://www.semrush.com/company/legal/privacy-policy/, which forms an integral part of these Ads Launch Assistant Terms.

2.   ADS LAUNCH ASSISTANT SPECIFICS

Ads Launch Assistant. Ads Launch Assistant helps you to create, manage and get statistics for your advertising campaigns in Meta Ads Services and Google Ads Services. You agree to give us the access necessary for provision of Ads Launch Assistant services to you and the right to parse your website for analyzing, including but not limited, the language, tone of voice, semantic of content. You agree that you are solely responsible for your advertising campaign content, settings and campaign results, and you shall fully comply with Meta and Google terms and conditions and applicable laws in relation to your advertisement content. Ads Launch Assistant uses the data received from Google APIs and will adhere to Google API Services User Data Policy, including the Limited Use requirements.

Google Promotional Credits. Google   may provide you with promotional credits based on certain conditions set forth in Google's   special   terms   and   conditions   located   at https://support.google.com/adspolicy/answer/1396257?hl=en.

3.   SUBSCRIPTION PLAN. WALLET AND SEMRUSH FEES

Subscription plan. If you are willing to connect your existing Meta Ads Services account and/or you have a Google Ads Services account which you would like to connect or create the new one, you shall choose the Subscription Plan that suits your goals in creating the advertising campaigns. All the Google Spendings or Meta Spendings will be paid directly to Meta or Google. If in certain months you exceed the limits set forth in chosen Subscription Plan you will be automatically upgraded to higher Subscription Plan with the respective increase of the Fees.

Wallet. If you do not have Google Ads Services account and you are willing to create it through Services and/or connect Meta Ads Services account and use Ads Launch Assistant as Paid Services, you shall be responsible for replenishing your account ("Wallet") with the amount of money you are going to spend on your Google advertising campaigns and Semrush Fees. Your Wallet balance will be updated daily, showing your spendings in Google ads services

("Google Spending") and Semrush Fees for Ads Launch Assistant Services. Other spendings in Meta Ads Services ("Meta Spendings") will be paid directly by you to Meta. Upon your request we will provide you with a monthly report showing monthly Google Spending, Meta Spending and Semrush Fees. If there is no money in your Wallet, you will not be able to use Paid Services. Google Payments may be adjusted depending on Google policies. You are not entitled to any credit interest for the amount in your Wallet account.

Semrush Fees. A Semrush Fee of 10% is applied to every Google Spending and/or Meta Spending you make. Semrush Fees will be deducted from your Wallet account on the day when a Google Spending and/or Meta Spending is made.

4. INDEMNITY

You agree to defend, indemnify and hold harmless Semrush 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 your breach or other violation of any Meta, Google terms and conditions or your violation of applicable law or any third party right, including without limitation any privacy, intellectual property or other proprietary right. This defense and indemnification obligation will survive the termination of this Agreement and your use of the Ads Launch Assistant. Semrush reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Semrush's defense of such matter.

5. CANCELLATION AND REFUND

Without prejudice to [Semrush Cancellation and Refund Policy](#), if you cancel your subscription in accordance with the Semrush Cancellation and Refund Policy only unspent part of your Wallet account will be refunded. Google Spendings and Semrush Fees are not refundable.

6. CHANGES TO ADS LAUNCH ASSISTANT TERMS & FUNCTIONALITY

We may change these Ads Launch Assistant Terms from time to time by posting the updated terms and conditions on the Website. You can review the most current version of these Ads Launch Assistant Terms at any time on the Website. The revised Ads Launch Assistant Terms will become effective immediately after we post the updated text on the Website. If you use Ads Launch

Assistant after such date, such use will constitute acceptance of the revised Ads Launch Assistant Terms.

We also reserve the right to modify Ads Launch Assistant from time to time at our sole discretion. If any change to these Ads Launch Assistant Terms is not acceptable to you, or if any change we make to Ads Launch Assistant is a material reduction in functionality, you may, as your sole remedy for such change, stop using Ads Launch Assistant and send a cancellation request email to app-center@semrush.com. Your continued use of Ads Launch Assistant following the change will constitute a binding acceptance of these changes.

7.   CONTACTS

You may contact us in connection with your use of Ads Launch Assistant by email at app-center@semrush.com.