

## **SEO Consultation For Free Offer - Terms and Conditions**

These Terms and Conditions apply to the SEO Consultation For Free Offer (the "Offer") organized by Semrush Inc. with a principal place of business at 800 Boylston Street, Boston, MA 02199 USA ("Semrush", "we"). By agreeing to enter the Offer, you will be bound by these Terms and Conditions, the Semrush Privacy Policy and Semrush terms of Service (together, the "Terms and Conditions") and you acknowledge that you satisfy all eligibility requirements. The capitalized terms not otherwise defined herein shall have the same meaning as in the Semrush Terms of Service or other policies implemented therein.

1. Offer Period. The Offer runs from 12:00 am ET on November 11, 2024 until 11:59 pm ET US time on December 3, 2024 or until the acceptance of two hundred (200) Eligible User applications, whichever is earlier (the "Offer Period"). The Offer will only be valid during the Offer Period and available to all Eligible Users as specified below. The Offer is only valid in connection with Pro Subscription Services available at <a href="https://www.semrush.com">www.semrush.com</a> as described in the section 3 of these Terms and Conditions.

## 2. Eligibility.

2.1. The Offer is available to Semrush Users who do not have a subscription for any Paid Semrush Services or active trial period and purchase the Semrush Pro Subscription plan within the Offer Period and complete an application as described in Section 4 below ("Eligible Users", "you"). You may not cancel or downgrade existing Paid Services in order to be eligible for this Offer. Limit one (1) entry per Eligible User. Void where prohibited by law. All federal, state and local laws and regulations apply.

## 3. The Offer. How To Enroll.

- 3.1. Purchase a Semrush Pro plan subscription through <a href="https://www.semrush.com/lp/black-friday/en/">https://www.semrush.com/lp/black-friday/en/</a> for one (1) month (the "Semrush Subscription") and receive a one (1) hour virtual SEO consultation session, in English, which may include a website audit, competitive analysis and/or SEO strategy overviews (the "Consultation") with no additional charge. In order to receive the Consultation, you must complete an application (the "Demand Form") within fourteen (14) days of purchasing Semrush Subscription (the "Demand Period"), following instructions provided to you by email. The Consultation must be scheduled and used by 11:59 pm ET US time February 28, 2025 per availability, or it is forfeited.

  3.2 If you complete the Demand Form but fail to schedule the Consultation within the given period of time, or there are no available time slots to schedule your Consultation , you will receive a 50-minute Loom pre-recorded video with content similar to the Consultation, within 15 business days from the last day of the Demand Period.
- 3.2 All purchases must be completed and fully paid within the Offer Period. The Offer cannot be used in conjunction with any other discount or promotion or applied retroactively. All and any payments made in connection with this Offer are non-refundable.
- 3.3. Semrush at its sole discretion will determine the format and content of the Consultation, to be provided by a Semrush partner selected by Semrush. Semrush makes no representation or warranty that the Consultation will result in any enhancement or benefit to the Eligible User. Reliance on the



information provided during the Consultation is solely at your own risk. The Eligible User is not entitled to receive any additional consultations or other services other than specified by Semrush.

- 3.4. Each party is solely responsible for its own costs, sales taxes, and other contributions required by applicable law. This Offer is not redeemable for cash. No transfer is allowed.
- 3.5. In order to organize and provide Consultation to the Eligible Users, Semrush will share the personal data of the Eligible users with the third-party provider, which includes first name, last name, email, and phone number.

## 4. Additional Terms.

- 4.1. Semrush reserves the right at its sole discretion to disqualify the entry of any individual found to be violating these Offer Terms and Conditions. Incomplete and robotic, automatic, programmed or similar entries will be disqualified.
- 4.2. By taking an advantage of the Offer, you waive all rights to bring any claim against Semrush, its affiliates or any others associated with this Offer. You further agree to release and hold harmless Semrush, its affiliates, or any others associated with this Offer from any and all liability arising therefrom, or Semrush's and its affiliates's use of any information as described herein, including but not limited to, waiving all rights to any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Offer or delivery, misdelivery, acceptance, possession, use of or inability to participate in the Offer (including claims, costs, injuries, losses, or damages related to the rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.
- 4.3. In no event will either party and its respective affiliates, officers, directors, employees, or agents be liable for any indirect, incidental, special, punitive, or consequential damages or loss of profits, revenue, data or business opportunities arising out of or related to this Offer, whether an action is in contract or tort and regardless of the theory of liability whatsoever arising from or related to this Offer. Our maximum aggregate liability to you for any damages arising from or related to this Offer is limited to fifty (\$50.00) USD. The foregoing limitation of liability shall apply to the fullest extent permitted by law.
- 4.4. If you are located in the European Economic Area (EEA), Switzerland or the United Kingdom, these Offer Terms and Conditions are governed by the laws of the Republic of Ireland and jurisdiction and venue shall be Dublin, Ireland. If you are located within North America, South America or in a country other than in the EEA, Switzerland or the United Kingdom, these Offer Terms and Conditions are governed by the laws of the Commonwealth of Massachusetts, U.S.A. and jurisdiction and venue shall be the Commonwealth of Massachusetts. Governing law is without regard to any conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Offer Terms and Conditions.