



Semrush Terms of Service

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These Terms of Service ("**Agreement**") are a legally binding agreement between the user or subscriber of the Services ("**User**" or "**you**") and Semrush Inc., a Delaware corporation with its principal place of business at 800 Boylston Street, Suite 2475, Boston, MA 02199, USA ("**Semrush**", "**SEMRush**", "**we**" or "**us**"). By registering for the Services or by accessing or using the Services or Website, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not use the Services. You acknowledge that this Agreement is a contract between you and Semrush, even though it is electronic and is not physically signed by you, and it governs your use of the Services.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT REGISTER FOR OR USE THE SERVICES.

1. SERVICES

- 1.1 **Definition.** The "**Services**" consist of a suite of online marketing and management tools for search engine optimization ("**SEO**"), social media and digital marketing located at <https://www.semrush.com/> or another URL we designate (the "**Website**"), which includes tools for research and analysis, link building, campaign management, automated tracking of search engine performance, analytics and conversion tracking and SEO reports, and instruments for content and contact management. Among other things, the Services enable Users to conduct internet-advertising campaigns, obtain information related to their ongoing advertising campaigns, generate reports and analytics on web pages or advertising campaigns, and access an extensive array of resources, including but not limited to, an online platform and its application programming interface ("**API**"). If you subscribe to the Semrush API ("**Semrush API**"), then the Services shall also refer to the Semrush API. The Semrush API is an API that enables the interoperation of software, applications, operating systems, utilities or online services with the Website, or which may help display, download or export the information received from the Website. You may access and use Semrush API solely for your internal business purposes in accordance with the terms of this Agreement.
- 1.2 **Updates; Additional Services.** The Services include all updates, modifications and enhancements thereto that Semrush elects to make generally available to its users of the Services at no additional charge ("**Updates**"). All Updates shall be subject to the terms of this Agreement. You may subscribe to additional products and services from Semrush, which shall be subject to the terms of this Agreement, including any supplementary terms applicable to such additional products and services, or to separate terms and conditions to be accepted by you prior to subscribing to such additional products and services. If you subscribe to such additional services pursuant to such separate terms and conditions, those separate terms and conditions shall apply to such separate services to the exclusion of the terms of this Agreement, except for Section 4.1 below, which shall govern such additional subscription.
- 1.3 **Third Party Sites, Services and Products.** The Services and this Website may refer or link to third-party sites, products or services, including but not limited to artificial intelligence services. Third-party sites ("**Third Party Sites**") to which we link or access are provided to you for your convenience only and are not under our control. We are not responsible for the content available on any Third Party Sites, and linking to any Third Party Sites or giving access to it does not imply our endorsement of any content or information on such Third Party Sites. We are not responsible for monitoring any transaction between you and any such Third Party Sites and do not warrant, endorse, guarantee, or assume responsibility for them. We may also provide you the ability to use third party services and products within the

Services ("Third Party Services and Products"), including, but not limited to, payment processing services, information and communication services, analytics services, mapping services, internet advertising platforms, advertising service providers, and artificial intelligence services. Your use of these Third Party Services and Products may be subject to additional third party, terms of service and privacy policies, including but not limited to the YouTube Terms of Service, available at <https://www.youtube.com/t/terms>, Google Maps/Google Earth Additional Terms of Service, available at https://www.google.com/help/terms_maps/ and Google Privacy Policy available at <https://policies.google.com/privacy>.

2. **DISPUTE RESOLUTION BY BINDING ARBITRATION**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. You agree to attempt in good faith to settle any dispute or claim that has or may arise between us, which arises out of or relates in any way to these Terms or your use of the Services, or Website (each, a "Claim"), by way of consultations between you and us, which consultations will be initiated upon written notice by any party to the other (the "Consultation Notice"). The Consultation Notice must describe the nature and basis of the Claim and set forth the specific relief sought ("Demand"). If such Claim cannot be resolved within thirty (30) days after the Consultation Notice is received, any party to the consultations may initiate an arbitration proceeding upon written notice to the other party in accordance with this Section 2. Any notice to us under this Section 2 should be addressed to legal@semrush.com ("Notice Address"). **You agree to arbitrate all Claims between you and us, that cannot be amicably resolved in accordance with the foregoing paragraph.** This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (a) claims arising out of or relating to any aspect of your relationship with us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; and (b) claims that could be alleged as class action Claims (and you agree to waive the right to participate in a class action in accordance with this Section 2). For the avoidance of doubt, references in this Section 2 to "Site operator," "we," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of the Services, or information available through the use the Site. This arbitration agreement does not preclude you from bringing an individual action in small claims court if your claims qualify, and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. Further, this arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission or the Federal Trade Commission. You agree that, by entering into this arbitration agreement, you and we are each waiving our respective rights to a trial by jury or to participate in a class or representative action, and that arbitration of disputes pursuant to this Section 2 shall be in your individual capacity. **THIS MEANS YOU ARE LIMITING YOUR RIGHT TO APPEAL AND ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE, COMBINE, OR JOIN THE CLAIMS OF OTHER PARTIES WHO MAY BE SIMILARLY SITUATED OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.** You acknowledge and agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

The arbitration will be governed by the American Arbitration Association ("AAA") under its then-prevailing rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Agreement (but expressly excluding the Supplementary Rules for Class Arbitration and any other AAA Rules that conflict with the waiver of class arbitration and representative proceedings below), and will be administered by one (1) arbitrator with relevant industry experience appointed in accordance with the AAA Rules. The AAA Rules are available at <https://www.adr.org/Rules> or by calling (800) 778-7879. The arbitrator is bound by the terms of this Agreement and shall apply Delaware law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. All issues are for the arbitrator to decide, including, without limitation, issues relating to the applicability and enforceability of this arbitration agreement.

Unless otherwise mutually agreed by the parties to the arbitration, any arbitration hearings under this Section 2 will take place in the county where you are domiciled. If your Claim is for \$5,000 or less, you may choose whether the arbitration will be conducted solely on the basis

of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your Claim exceeds \$5,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for in this Section 2, in any arbitration between you and us under this Section 2, all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above where Claims for damages do not exceed \$10,000 shall, at your written request, be paid by us. Any request for payment of fees by us shall be submitted by mail to the AAA along with your demand for arbitration, and we will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the filing, administration and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If, however, the arbitrator finds that either the substance of your Claim or the relief sought in the Demand is frivolous or brought for an improper purpose, you agree to reimburse us for all monies previously disbursed that are otherwise your obligation to pay under the AAA Rules.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator shall not be bound by rulings in prior arbitrations involving our other Users, but is bound by rulings in prior arbitrations involving the same User to the extent required by applicable law.

With the exception of the provision in the preceding paragraph prohibiting class arbitration or representative proceedings, if an arbitrator or court decides that any part of this Section 2 is invalid or unenforceable, the other parts of this Section 2 shall still apply to the maximum extent possible. In the event that the foregoing prohibition on class arbitration or representative proceedings is deemed invalid or unenforceable, then the entirety of this Section 2 shall be null and void. The remainder of the Terms, including, without limitation, Section 11.4 (Governing Law and Jurisdiction), will remain in force.

You may opt-out of this arbitration provision only by written notice to us at the Notice Address (legal@semrush.com) within thirty (30) days of your acceptance of this agreement, which notice shall include your name, address, and a clear statement that you do not wish to resolve disputes with us through arbitration.

If we make any change to this arbitration provision (other than a change to the Notice Address) during the term of your relationship with us, that change shall not apply to any Claim against us initiated prior to the effective date of the change. The change shall apply to all other Claims that have arisen or may arise between you and us. We will notify you of changes to this arbitration provision by posting the amended terms on the Site or by email, in each case at least thirty (30) days before the effective date of the changes.

YOU MAY NOT USE OUR SERVICES IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS

3. **USE OF SERVICES**

3.1 **Visitors and Users.** You can visit the Website in a visitor (non-registered) capacity; provided, to use the Services, you must register as either a paid or unpaid User. As an unpaid User, you will have access only to certain limited functionality within the Services that Semrush elects to make available on an unpaid trial or free basis ("Unpaid Services"). As a paid User you will have access to certain additional features, which may include, without limitation, reporting and the ability to save your preferences and other settings ("Paid Services").

3.2 **Right to Use Services.** Subject to the terms and conditions of this Agreement, Semrush hereby grants you permission to access and use the Services and the Website solely for your own internal business purposes in accordance with this Agreement and the limitations of the subscription plan that you select when subscribing to the Services ("Subscription Plan"), which may be found at <https://www.semrush.com/prices/> or another URL that we designate. 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 this Agreement; and (d) your use of the Services does not and will not violate any applicable law or regulation. If you are under 18, you may not register or attempt to register for the Services.

- 3.3 **Restrictions.** You may not, directly or indirectly, (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Services or any portion thereof available to any third party; (b) use the Services for any purpose or in any manner that is unlawful (including without limitation in violation of any data, privacy, anti-bribery or export control laws) or is prohibited by this Agreement; (c) read or attempt to read or derive the source code of the Services or the software underlying the Services (except as permitted by law); (d) work around any technical limitations in the Services; (e) interfere or attempt to interfere with or disrupt the integrity, security, functionality or performance of the Services or its components; (f) use the Services in any manner that damages or impairs the Website or interferes with any other party's use of the Services; (g) modify, translate, adapt, create or attempt to create any derivative works of the Services; (h) access the Services if you are a competitor of ours or use the Services to build a similar or competitive work; (i) hack or otherwise attempt to gain unauthorized access to the Services or its related systems or networks; or (j) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser. You agree to comply with the Semrush Content Policy at <https://www.semrush.com/company/legal/content-policy/> and other policies that apply to your use of the Services. You will promptly notify Semrush if you learn of any unauthorized use or breach of security related to the Services. If you subscribe to the Semrush API, in addition to the restrictions set forth above, you agree (i) not to forward more than 10 inquiries per 1 second from one unique IP address or more than 10 simultaneous inquiries from 1 User; and (ii) not to cache the information received from the Services for more than one (1) month without the express written consent of Semrush. You may not use the Services if you are legally prohibited from receiving or using the Services under the laws of the country in which you are resident or from which you access or use the Services.
- 3.4 **Usage Data.** You understand and agree that we may monitor your use of the Services as well as the use of the Services by all of our users and that we may use the information gathered in an aggregate and anonymous manner. You agree that we may use and publish such aggregate and anonymized information, provided that such information does not identify you. In addition, we may use the information that you submit to the Services without identifying you for purposes of improving the Services.
- 3.5 **Access to Beta Versions.** Semrush may provide you with access to new functionality, tools, resources and related information which may contain ideas about the new tools and functionality and which are not yet generally available to our users ("Beta Version"). Semrush may suspend, limit or terminate access to a Beta Version at any time. You agree that Beta Versions are the confidential information of Semrush and not to disclose any information about any Beta Version to any third party or use the Beta Version other than for your internal testing and evaluation purposes and otherwise in accordance with this Agreement. You agree that Semrush is under no obligation to make any portion of any Beta Version generally available in a new release of the Services and that Semrush makes no representations or warranties, whether express or implied, with respect to the performance, availability, functionality or general release of any Beta Version.
- 3.6 **Promotional Giveaways.** From time to time we may offer promotional giveaways of the Services, subject to the specific rules that we will announce at the time of any such promotional giveaway. You are solely responsible for any and all income tax consequences that may arise out of any such giveaway and you agree that any winnings are conditioned upon your submission to us of all duly completed tax forms required by applicable law.
- 3.7 **Privacy.** By using the Services, you authorize us to obtain, process, store, use and transmit your personal data in accordance with our Privacy Policy <https://www.semrush.com/company/legal/privacy-policy/>, which forms an integral part of this Agreement. If you elect to use Third Party Services and Products (through API or otherwise), client manager tool or other tools within Semrush Services that give Semrush access to personal data contained within your Content, you agree that you are the data controller of any such personal data, and the Data Processing Agreement located at <https://www.semrush.com/company/legal/dpa/> (the "DPA") will apply to Semrush's processing of such personal data on your behalf. Any capitalized terms not otherwise defined in the DPA shall have the same meaning as in this Agreement. In the event of a conflict between this Agreement and the DPA, the DPA will control. You acknowledge that the Services have not been designed to process or manage sensitive information and you

agree not to use the Services to collect, manage or process sensitive information. We will not have, and we specifically disclaim, any liability that may result from your use of the Services to collect, process or manage sensitive information.

4. **REGISTRATION AND ACCOUNT**

4.1 **Registration.** To register as a User of Unpaid Services or Paid Services, you must create a user account ("**User Account**") by following the registration procedures and instructions set forth on the Website. There is no cost to create the User Account, however, to access the functionality within the Paid Services, you will be required to provide billing details. Each User Account is intended and designed for use by an individual user, unless otherwise stated in your Subscription Plan. If your Subscription Plan includes multiple users ("**Authorized Users**"), you may give access to your User Account only to that number of Authorized Users as specified in your Subscription Plan, provided that each Authorized User agrees to comply with this Agreement. As a User of Paid Services, you can add Authorized Users to your User Account by sending a request through the form <https://www.semrush.com/kb/support/> or through your User Account and paying the applicable fees for the additional Authorized Users as described on the Website. If Semrush detects repeated accesses to the same User Account from various locations, devices, IP addresses in excess of the limits covered by your Subscription Plan, Semrush may immediately suspend or terminate such User Account in its sole discretion. Except as permitted by Semrush, User Accounts are not transferable.

4.2 **User Responsibilities.** You are solely responsible for (a) each Authorized User's compliance with the terms of this Agreement; (b) maintaining accurate account information at all times, including a valid email address and billing information, if applicable, and updating such information as necessary; and (c) obtaining, maintaining and supporting at your own expense all hardware, software and services necessary to access the Services, including, but not limited to, internet service providers, telecommunications providers, web browsers. You are also responsible for maintaining the security of all of your User Accounts, including, but not limited to, your User login, password and API key, and for all activity occurring under your User Accounts. The API key is a form of access token provided by Semrush and can only be associated with one User Account.

5. **FEES AND PAYMENT**

5.1 **Fees.** Users of Paid Services will be charged the fees set forth in the relevant Subscription Plan or as otherwise agreed with Semrush in a written order document or other writing signed by Semrush and you (the "Fees"). At the end of the trial period for Paid Services, you will be automatically charged the Fees for the Paid Services as set forth in the Subscription Plan. You agree to pay the Fees monthly or annually in advance according to your Subscription Plan, or as otherwise agreed between you and us, by credit card or another payment method accepted on the Website. If you pay for the Services by credit card, you authorize us to automatically update your credit card information to pay for the Services, to maintain continuity of payments and avoid suspension of the Services for failure to pay. If you decide to pay for the Services according to the invoice(s), you agree to pay all undisputed invoices as set forth in the written ordering document. You agree that we may charge interest of 1.5% per month for past due invoices, or the highest rate permitted by law, and you are liable for reasonable attorney fees and collection costs arising from our efforts to collect on past due amounts. If you fail to pay an invoice, we reserve the right to cancel your subscription and access to the Services, and any data associated with your subscription or the Services. You can access the details of your Subscription Plan, including any prepaid amounts, by accessing your User Account. Any bank fees and charges shall be borne solely by you. Except as otherwise set forth in our Cancellation and Refund Policy located at <https://www.semrush.com/company/legal/refund-policy/> ("**Cancellation Policy**"), all payment obligations are non-cancellable and all Fees paid are non-refundable. If you demonstrate a pattern of repeated registrations for paid Services followed by cancellation and request for refund, we may, in our sole discretion, withhold further registrations and/or refuse further refunds.

5.2 **Taxes.** All Fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Services, other than taxes based upon our gross revenues or net income. If you are located in the European Union, all Fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. At our request, you will provide us with the VAT registration number under which you are

registered in your member state. If you do not provide us with a VAT registration number prior to your transaction being processed, we will not issue refunds or credits for any VAT that was charged. If you are subject to GST, all Fees are exclusive of GST. If you are required to deduct or withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

5.3 **Change in Fees.** We reserve the right to monitor the number of Users using your User Account. You agree to pay the additional Fees if you exceed the limits of your Subscription Plan. You also agree to pay the Fees applicable to any additional Services you or any Authorised Users add or any changes you or any Authorised Users make to your Subscription Plan during your subscription term. Such additional Fees will become effective as of the date of such addition or change and may not be decreased during the term of your Subscription Plan. If you are a User of Paid Services, we may change the Fees and introduce new charges applicable to your use of the Services, which (unless otherwise agreed in writing with Semrush) will become effective as of the first day of the renewal of your subscription term. We may also increase the Fees upon notice if we make changes in the Services at your request.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1 **Proprietary Rights.** You agree that all rights, title, and interest in and to the Website, Services, Semrush API, the technology underlying each of them, all modifications and any work product we create relating thereto, and all intellectual property rights in each of the foregoing, including, without limitation, patent, copyright, trademark, database rights, moral rights, rights in know-how and trade secrets (and any licenses in connection with any of them) throughout the world, whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world, are and will remain the sole and exclusive property of Semrush, its licensors or affiliates. Except for access to the Services, no other rights are granted to you with respect to the Website or Services. Semrush reserves all rights not expressly granted in this Agreement.

6.2 **Semrush Marks.** Semrush® and SeoQuake® and all other Semrush marks (the "Semrush Marks") are the trademarks or service marks of Semrush or its affiliate. All other marks and logos are property of their respective owners. You may not use the Semrush Marks, including in metatags or any "hidden text", without our prior written permission. You may not use Semrush Marks in any manner that disparages Semrush or its products or services or portrays Semrush in a false, competitively adverse or poor light. Your use of Semrush Marks is subject to the [usage guidelines](#) made available by Semrush from time to time. You agree not to contest the ownership of the Semrush Marks or to register or attempt to register any confusingly similar mark in any jurisdiction for any reason.

6.3 **Attribution.** You hereby grant to Semrush, its affiliates, resellers and other partners that resell and/or distribute the Services on behalf of Semrush ("Partners") to end users permission to use your name, logo and other proprietary marks for Semrush's and its Partners' promotional, informational and advertising purposes. You may revoke your consent by sending a request through the form <https://www.semrush.com/kb/support/>.

6.4 **Feedback.** You are under no obligation to give Semrush any ideas, suggestions, comments or other feedback related to the Website, the Services, or Semrush ("Feedback"). If you elect to provide any Feedback, you agree that all such Feedback is non-confidential and that we own all rights to use and incorporate such Feedback into the Services, or any other product or service, without payment or attribution to you.

6.5 **Claims of Copyright Infringement.** If you believe that your work has been used related to the Website or Services in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify Semrush at noci@semrush.com or contact Semrush at: Semrush, Inc., 800 Boylston Street, Suite 2475, Boston, MA 02110 Attn: General Counsel; Phone: +1.800.815.9959. You may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing us with the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail) in writing: identify the copyrighted work that you claim has been infringed (or if multiple copyrighted works, then a representative list of such works); identify the content on the Website or Services that you claim is infringing with enough detail so that Semrush may locate it; your statement that you have a good-faith

belief that the disputed use is not authorized by the copyright owner, its agent, or the law; your statement declaring that the notification is accurate, and, under penalty of perjury, that you are the exclusive owner of the copyright interest involved or that you are authorized to act on behalf of the exclusive owner; information reasonably sufficient to permit Semrush to contact you, i.e. address, telephone number, and email address; and your physical or electronic signature. On receiving the notification containing all of the information set forth above, Semrush will take whatever action, in its sole discretion, it deems appropriate, which may include notification to the alleged infringer, removal of the disputed use from the Website or Services or termination of the posting account.

7. **TERM; TERMINATION**

7.1 **Term.** Unless otherwise stated by Semrush in writing, this Agreement starts from the first day you visit the Website and remains in effect for as long as you access or use the Semrush Services or the Website.

7.2 **Subscription Term and Renewal.** If you are a User of Paid Services, your initial subscription term will be specified in your Subscription Plan and, unless otherwise agreed by Semrush in writing, your subscription will automatically renew for the same period on the then-current terms. You may prevent renewal of the subscription by sending us a notice of non-renewal through the form <https://www.semrush.com/kb/support/> before the last day of your then-current subscription term.

7.3 **Subscription Cancellation.** You may cancel your subscription at any time according to the terms of our Cancellation Policy by sending written notice of cancellation through the form <https://www.semrush.com/kb/support/> and providing the information requested in the Cancellation Policy. Cancellations of subscriptions to Paid Services shall take effect at the end of your pre-paid subscription period; cancellations of Unpaid Services shall take effect within 7 days of receipt of your request including the required information in accordance with the Cancellation Policy. Except as otherwise set forth in the Cancellation Policy, cancellation does not entitle you to a refund of any prepaid or unused Fees and you agree to promptly pay all unpaid Fees due through the end of the applicable subscription period. Notwithstanding anything contrary herein, Semrush reserves the right to cancel your subscription upon notice immediately for any reasons, provided that if Semrush cancel your paid subscription, Semrush agrees to refund any prepaid but unused Fees covering use of the Services after the effective date of cancellation.

7.4 **De-Registration.** You may delete your User account at any time by sending a request through the form <https://www.semrush.com/kb/support/>. If you delete your User account, Semrush may delete all your data and information stored on Semrush servers and Semrush will bear no responsibility for the deletion or loss of such data or information. Even if you delete your User account, you agree to pay all Fees incurred prior to de-registration until paid in full.

7.5 **Termination for Cause.** Either party may terminate this Agreement for cause, as to any or all Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such notice period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors. We may also terminate this Agreement for cause (i) on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers; or (ii) immediately without notice, if you breach the Section 10 of the Agreement. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused Fees covering use of the Services after the effective date of termination. If we terminate this Agreement for cause, you will promptly pay all unpaid Fees due through the end of the applicable subscription term and no refund shall be due to you.

7.6 **Suspension.** Semrush reserves the right to monitor compliance with this Agreement. Semrush may, without prejudice to our rights under this Agreement or applicable law, suspend any or all of the Services, effective immediately upon notice (which may be electronic) if (a) Semrush determines in good faith that your use of the Services violates any applicable law, the terms of this Agreement or the rights of any third party; (b) we are prohibited by court order or order of another governmental authority from providing access to the Services; or (c) we reasonably determine that the Services are being used for any

abusive, illegal or fraudulent activity that the Services are subject to a security incident, denial of service attack, or other event that impacts the security of the Services or any Content. Such suspension may apply to specific jurisdictions, lines of business, a specific customer or customers, or a group of users. If you are a User of Paid Services, Semrush will use commercially reasonable efforts to give you thirty (30) days after notice of suspension to back up your data stored in the Services, after which we may remove it entirely from our servers. If you have any amounts due that remain unpaid for ten (10) days following your receipt of notice of non-payment, or if we are unable to process payment through your billing account on record, we may suspend your access to any or all of the Services, provided we will not suspend the portion of the Services for which you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If the Services, or portion thereof, are suspended for non-payment, we may charge a re-activation fee to reinstate the Services. Nothing in this section limits our right to terminate this Agreement for cause as outlined above.

- 7.7 **Suspension and Termination of Unpaid Services.** We may suspend, limit, or terminate Unpaid Services for any reason at any time without notice. We may terminate your subscription to the Unpaid Services due to your inactivity.
- 7.8 **Effect of Termination.** Upon expiration or termination of this Agreement, including by your cancellation, or if you de-register your User account, all rights of the User with respect to the use of the Services shall terminate immediately. User acknowledges and agrees that Semrush may erase all User data and information stored on Semrush servers within reasonable period of time (not less than thirty (30) days) following expiration or termination of the Agreement or de-registration of your User account, provided that Semrush may retain copies of such data and information to the extent required by law, for archival purposes or as created by automatic computer backup and archived as part of normal computerized archiving systems, maintaining necessary technical and organizational measures.
- 7.9 **Survival.** Upon any termination of this Agreement for any reason, all provisions regarding indemnification, warranty, liability and limits thereon, 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.
8. **WARRANTY DISCLAIMER & LIMITATION OF LIABILITY**
- 8.1 **Disclaimer.** EXCEPT WHERE PROHIBITED BY LAW, THE SERVICES AND THE WEBSITE ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND WE EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES OR THE WEBSITE (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE APPROPRIATE OR AVAILABLE FOR USE IN ALL LOCATIONS; OR (D) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. WE FURTHER MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THE CONTENT ON ANY SITES TO WHICH THE WEBSITE OR SERVICES ARE LINKED.
- 8.2 **Limitation of Liability.** With the exception of any indemnification obligations stated herein, 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 agreement, whether an action is in contract or tort and regardless of the theory of liability whatsoever arising from or related to either this Agreement or use of the Services or the Website. Our maximum aggregate liability to you for any damages arising from or related to this Agreement is limited to the greater of (a) fifty dollars (US \$50) or (b) amounts you have paid to us under this Agreement within the prior three (3) month. You understand and agree that if you do not agree to this limitation of liability, we would not provide the Services to you. Any cause of action you may have hereunder or with respect to your use of the Site or our Services must be commenced within one (1) year after the claim or cause of action first arises. The limitation of liability set forth in this paragraph shall apply to the fullest extent permitted by law.

8.3 **Warranty Disclaimer With Regard To Third Party Sites, Third Party Services and Products.** Semrush and its affiliates disclaim any liability with respect to any Third Party Sites, your access of any Third Party Sites, and any Third Party Services and Products that you use and for any claim arising out of Semrush's authorized use of your Content.

9. **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 (a) your breach or other violation of this Agreement, (b) your Content, (c) your use of and access to the Services and the Website, or (d) 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 Services and the Website. 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.

10. **EXPORT RESTRICTIONS**

Exports, re-exports, and transfers of Semrush products and services, including technology, software (including source code), commodities, technical data, related technology, and the direct products thereof, including the Website and the Services (the "Semrush Items") are subject to U.S. export and sanctions laws and regulations, including those administered by the Commerce Department's Bureau of Industry and Security under its Export Administration Regulations, the Treasury Department's Office of Foreign Assets Control under its economic sanctions regulations, and other applicable export and sanctions laws, restrictions and regulations of any U.S. and non-U.S. government agencies or authority ("Applicable Export Laws"). You may not access, download, distribute, use, export, re-export, release, or otherwise transfer the Semrush Items in violation of any Applicable Export Laws. You agree to comply with all Applicable Export Laws and not to directly or indirectly provide or otherwise make available the Semrush Items in violation of any such Applicable Export Laws, or without all necessary approvals, including, without limitation, for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction nor will you use the Semrush Items for a military end-use or a military end-user in China, Russia or Venezuela. The Semrush Items may not be downloaded or otherwise provided or made available, either directly or indirectly, (i) in Cuba, Iran, North Korea, Syria, Crimea region of Ukraine, or any other country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to this Agreement, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list and that you will not share the Semrush Items with anyone whose status is described in items (i) or (ii) above.

11. **GENERAL PROVISIONS**

11.1 **Confidentiality.** All confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated in writing as confidential ("Confidential Information") will be safeguarded by the Receiving Party to the same extent that the Receiving Party safeguards its own information of like kind, but using not less than a reasonable degree of care. The Receiving Party shall not use Confidential Information for any purpose outside the scope of this Agreement or disclose Confidential Information to any third party (except as explicitly stated in our Privacy Policy). The Receiving Party's obligations under this section shall not apply to information which is publicly available through no fault of the Receiving Party, already in Receiving Party's possession without obligation of confidentiality, rightfully obtained by Receiving Party from third parties not under obligation of confidentiality, or independently developed by Receiving Party as evidenced by written documentation. If the Receiving Party is requested pursuant to a court or government order to disclose Confidential Information, the Receiving Party will give the Disclosing Party written notice (if not legally prohibited from doing so) sufficient to

enable the Disclosing Party to seek protective order and the Receiving Party will cooperate with the Disclosing Party in such effort.

- 11.2 **Assignment.** You may not assign or transfer this Agreement, or rights or obligations under it, without our prior written consent. We may assign this Agreement, in whole or in part, without restriction. Any assignment or transfer in violation of the foregoing shall be deemed void and of no effect. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 11.3 **Force Majeure.** We shall not be liable for failure or delay of performance of our obligations resulting from any condition beyond our reasonable control, including but not limited to, third party equipment or services, communications failure, governmental action, war, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.
- 11.4 **Governing Law and Jurisdiction.** Subject to Section 2 (Dispute Resolution By Binding Arbitration), if you are located in the European Economic Area (EEA), Switzerland or the United Kingdom, this Agreement is governed by the laws of the Republic of Ireland and jurisdiction and venue shall be Dublin, Ireland. Subject to Section 2 (Dispute Resolution By Binding Arbitration), if you are located within North America, South America or in a country other than in the EEA, Switzerland or the United Kingdom, or if you are using only Unpaid Services, this Agreement is 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 this Agreement.
- 11.5 **Notices.** Notices to you shall be given to the email address on file associated with your account. To change the email address on file in your account, you must notify Semrush at mail@semrush.com. You agree to receive communications from us in an electronic form. All notices to you will be deemed received when sent. We may, but are not obligated to, provide communications in paper format. Legal notices to us shall be given to legal@semrush.com.
- 11.6 **Entire Agreement.** This Agreement is the entire agreement between you and Semrush concerning your use of the Website and the Services and supersedes all other proposals and agreements, whether in oral, written or electronic form. In the event of any conflict between the terms of this Agreement and the terms on the Website or any other document, the terms of this Agreement shall prevail. No terms in any purchase order or in any order documentation are incorporated into or form any part of this Agreement. If you have ordered the Services through our reseller, the terms of this Agreement shall apply to the exclusion of all other varying terms and conditions. Resellers are not authorized to make any promises or commitments on our behalf, and we are not bound by any obligations to you other than what we specify in this Agreement.
- 11.7 **Changes.** WE MAY CHANGE THE TERMS OF THIS AGREEMENT FROM TIME TO TIME BY POSTING THE UPDATED AGREEMENT ON THE WEBSITE. YOU CAN REVIEW THE MOST CURRENT VERSION OF THIS AGREEMENT AT ANY TIME AT [HTTPS://WWW.SEMRUSH.COM/COMPANY/LEGAL/TERMS-OF-SERVICE/](https://www.semrush.com/company/legal/terms-of-service/) OR A SUCCESSOR URL THAT WE MAY DESIGNATE. THE REVISED TERMS AND CONDITIONS WILL BECOME EFFECTIVE IMMEDIATELY AFTER WE POST THE UPDATED TEXT ON THE WEBSITE. IF YOU USE THE SERVICES AFTER SUCH DATE, SUCH USE WILL CONSTITUTE ACCEPTANCE OF THE REVISED TERMS AND CONDITIONS. We also reserve the right to modify the Services from time to time in our sole discretion. If any change to this Agreement is not acceptable to you, or if any change we make to the Services is a material reduction in functionality, you may, as your sole remedy for such change, stop using the Services and send a cancellation request through the form <https://www.semrush.com/kb/support/>.
- 11.8 **Languages.** You agree that this Agreement is written in the English language and that the English language version of this Agreement and any related document (including notices) shall prevail. Notwithstanding the foregoing, if you are located in a country whose laws require that contracts be in the local language in order to be enforceable, then the version of this Agreement that governs is the local language version that is produced by Semrush within a reasonable time following your written request to us.

- 11.9 **No Waiver.** No failure or delay by Semrush to exercise any right or remedy will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.
- 11.10 **Severability.** If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, this shall not impair the operation of this Agreement or affect the other provisions which are valid.
- 11.11 **Relationship of the Parties.** This Agreement does not create or imply any agency, partnership or franchise relationship. Nothing in this Agreement, express or implied, is intended to or shall confer on any third party any right, benefit or remedy of any nature whatsoever.
- 11.12 **No Third Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
- 11.13 **U.S. Government End Users.** The Services and its underlying software are commercial computer software developed at private expense as defined in FAR 2.101 or DFAR 252.227-7014. If you are an agency, department or other entity of the U.S. Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the software or any technical data is restricted only to those rights customarily provided to the public as set forth in this Agreement.

 [Contact us](#)

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2475, Boston, MA 02199

[or see our plans & pricing](#)

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Noted By:


NORMAN D. BAGULBAGUL
Acting Department Manager
Communications and Creative Services Department