

Terms of service and Privacy policy

Yoast SEO for Shopify

Yoast Shopify App Terms & Conditions

Last updated on: 21 November, 2023

By using our Yoast Shopify App, you are agreeing to be bound by the following terms and conditions ("Yoast Shopify Terms & Conditions). You acknowledge that the terms and conditions of Shopify Inc. (the "Terms of Service") and all of the terms and conditions contained or referenced in the Terms of Serfice are additionally applicable to your use of the Yoast Shopify App and you are agreeing to be bound by those Terms of Service. You can review the current version of the Terms of Service at any time at <u>https://www.shopify.com/legal/terms</u>.

As used in these Yoast Shopify Terms & Conditions, "we", "us" and "Yoast" mean Yoast B.V., a company incorporated in the Netherlands and registered under number 55044367.

Use of Yoast Shopify App. The Yoast Shopify App will be available for you after you pay the applicable fees. You have the possibility to first register for a one-time trial period of fourteen (14) days ("Trial Period"). To make use of the Yoast Shopify App, you must have registered for a Shopify account following the Terms of Service of Shopify. Shopify also determines the terms to access the use of the Yoast Shopify App. When you register for a subscription to the Yoast Shopify App by paying the applicable fee, there are two options regarding your subscription period:

- Monthly billed. In this case, our agreement will consist of consecutive terms of thirty (30) days, following the Shopify 30-day billing cycle;
- Annual billed. In this case, our agreement will consist of consecutive terms of one (1) year.

As soon as you have access to use the Yoast Shopify App, the Yoast Academy and Support Services (together: the "Services") will be available to you as well.

Payment of fees. You agree to pay for the services we provide to you. The Terms of Service and other applicable Shopify terms apply to the payment of fees. This means you are bound to payment of fees in accordance with the Terms of Service.

Modifications to the prices. Shopify reserves the right to modify prices for using the Yoast Shopify App in its sole discretion. The Terms of Service are applicable to any modifications to the price.

Discounts and refunds. You can uninstall the Yoast Shopify App in accordance with the Terms of Service (see: "Uninstallment"). We don't provide refunds for terms you already have paid. The "Yoast money-back guarantee & refund policy" is not applicable to the Yoast Shopify Terms & Conditions and your use of the Yoast Shopify App.

Uninstallment. Shopify determines the conditions for uninstalling the Yoast Shopify App at its sole discretion. The Terms of Service and other applicable Shopify terms apply to uninstallment of the Yoast Shopify App. After you unsubscribe, the Yoast Academy and Support Services will no longer be available for you.

Cancellation or rejection of Services. We may reject or cancel your use of any of the Services for any reason at any time at our discretion. We will do this for instance in, but not limited to the following cases:

- the website(s) in question contain(s) explicit or offensive content;
- you or your staff does not behave in a civil manner towards Yoast personnel;
- you repeatedly make demands that are unreasonable or clearly outside the scope of the contract.

If this is the case, you will receive a written statement with the reason why we limited or suspended your use of the Services.

Support Services. To the users of the Yoast Shopify App, we provide help and support in case you have any questions ("Support Services"). We provide these Support Services via a beacon in the Yoast Shopify App, email, and might occasionally use different channels. You can reach us at support@yoast.com as well. We can modify the manners of our Support Services at our own discretion. The current availability and manner of contacting us will be published on the Yoast website and in the Yoast Shopify App. Our Support Services are only available for you if you have paid the applicable fees for using the Yoast Shopify App or if you have registered for a Trial Period.

Limitation of liability. Although we do our best to prevent any bugs we don't take liability or responsibility for any complications that occur when you install or use our Yoast Shopify App, such as but not limited to security complications and downtime of your website. Before installation of the Yoast Shopify App, you must make sure that your website is compatible with the Yoast software. You acknowledge that you are responsible for the installation of the Yoast Shopify App. Please refer to the Terms of Service for more information.

Update services. We will from time to time release updates of the Yoast Shopify App. Those updates aim to improve functionality or address bugs or limitations. The released updates are solely available to you if you have the Yoast Shopify App installed and paid the applicable fees or if you have registered for a Trial Period. We always want to improve the user experience. We therefore encourage you to address any issues you come across. Your feedback is important to us for future updates.

Confidentiality. We will keep strictly confidential all non-public information from you that we may collect in connection with your use of the software. This does not apply to any suggestions for updates you have made.

No personal data. You shall not share any personal data with Yoast other than described in our Privacy Policy. If you do, you shall fully indemnify Yoast for all costs and damages associated with its processing and removal, including administrative fines and costs of secure deletion.

Limitation of liability. Except in case of intentional misconduct or gross negligence by Yoast, Yoast accepts no liability for any damages caused in connection with the use of the Yoast Shopify App, Support Services or Yoast Academy. This includes but is not limited to damages in the form of data loss, failure to operate, lost revenue or missed profits. Yoast accepts no liability or responsibility for any occurrence arising out of any services offered by Shopify and the Terms and Conditions. You acknowledge that Yoast has no control over Shopify's services and shall not be responsible to you for such services.

Unilateral amendment. Yoast reserves the right to unilaterally modify the Yoast Shopify Terms & conditions. These changes will have immediate effect. Law and venue. Any disputes in connection with the use of the Yoast Shopify App, Yoast Academy or Support Services are governed by Dutch law and must be brought before the courts of Arnhem, the Netherlands.

Yoast Academy

Services. Yoast offers certain online course content relating to web design, search engine optimization and related subjects ("Yoast Academy"). The content of courses may change at any time. We also may withdraw courses at any time, subject to thirty days prior notice. Yoast Academy is only available for you if you have paid the applicable fees for using the Yoast Shopify App or if you have registered for a Trial Period.

Availability. Yoast will use its best efforts to have the content available at all times but makes no guarantees in this regard. Nevertheless, content could be not available at a specific point in time despite a specific promise by Yoast. In such a case, Yoast shall not provide a refund and shall not be liable for any presumed damages in connection with the unavailability of specific content.

Copyright. The course content is copyrighted by Yoast and may only be used by one person within your organization. Further use, copying or distribution is strictly prohibited.

Consideration. Access to the course content is granted with the purchase of the Yoast Shopify App and is subject to the Yoast Shopify App Terms & Conditions.

No personal data. You shall not share any personal data with Yoast other than described in our Privacy Policy. If you do, you shall fully indemnify Yoast for all costs and damages associated with its processing and removal, including administrative fines and costs of secure deletion.

Limitation of liability. Except in case of intentional misconduct or gross negligence, Yoast accepts no liability for any damages caused in connection with the services of Yoast Academy under this agreement. This includes but is not limited to damages in the form of data loss, failure to operate, lost revenue or missed profits.

Term. You have access to Yoast Academy for as long as the Yoast Shopify App is active.

Law and venue. Any disputes in connection with this agreement are governed by Dutch law and must be brought before the courts of Arnhem, the Netherlands.