

# Terms of use

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## 1. WELCOME TO ROAR's DIY SEO Platform Terms of use!

1.1. These Terms of Use set out how ROAR Digital Marketing, a company registered in England and Wales, with registered office address at Cobalt Business Exchange, Cobalt Park Way, Newcastle, NE28 9NZ, and company number 10050621 ("ROAR", "we", "our", "us") provides the ROAR DIY SEO platform service.

1.2. Please read these Terms of Use carefully. By either: (a) accepting these Terms of Use (such as by ticking a box agreeing to the Terms of Use); or (b) by accessing or using ROAR Digital Marketing's DIY SEO platform services, you acknowledge and agree that you are either a Customer or acting on behalf of a Customer and that you are authorised to act on the Customer's behalf (in which case "you" and "your" shall be understood to mean the Customer); and in each case, you agree to be bound by these Terms of Use, and our Privacy Policy.

1.3. We reserve the right to change these Terms of Use, but we will make the most current version of our Terms of Use available on the Website. Where material changes to these Terms of Use are made, we shall use reasonable endeavours to notify you of such change by email. You agree that your use of the ROAR Digital Marketing's DIY SEO platform services following such notice means that you agree to the updated Terms of Use.

## 2. TERM

2.1. The "Term" of your Subscription depends on the Subscription that you select, but in all cases will start from and including the Effective Date and shall, unless terminated earlier in accordance with Clause 12, continue for the applicable Initial Period and automatically renew for successive Renewal Periods.

## 3. ROAR Digital Marketing's DIY SEO platform

3.1. The ROAR Digital Marketing's DIY SEO platform Services are not intended for and may not be used by anyone under the age of 16. You confirm that you are, and that Customer Users are 16 years and older.

3.2. In consideration of the full payment of the Subscription Fees, ROAR Digital Marketing grants to you the following rights during the Term, subject to the terms and restrictions of these Terms of Use: (a) where you have a Subscription for Standard Services, a non-exclusive, non-transferable, non-sublicensable, revocable licence to permit Customer Users (other than Client Users) to use the Standard Services, solely and strictly for your internal business purposes; and (b) where you have a Subscription for Customisable Services, a non-exclusive, non-transferable, non-sublicensable, revocable licence, to permit Customer Users to use the Customisable Services for the Customer's business purposes, and additionally to the extent necessary for the Client to fully enjoy the search engine optimisation services provided by the Customer to a Client.

3.4. You acknowledge and agree that ROAR has the exclusive right to decide how to develop the ROAR DIY SEO Platform and Services. ROAR may, in its sole discretion, remove or add features to the platform and services at any time without any claims to compensation or any other remedies by you.

#### 4. ROAR DIY SEO platform Service Requirements

4.1. You shall and shall procure that Customer Users shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the ROAR DIY SEO Platform Services and, in the event of any such unauthorised access or use, promptly notify ROAR.

4.2. In relation to Customer Users, you undertake that: (a) each Customer User shall keep a secure password for their use of the ROAR Digital Marketing's DIY SEO platform and that such password shall be changed no less frequently than 6 months and that each Customer User shall keep their password and any other Credentials confidential; (b) you shall maintain a written, up to date list of current Customer Users; (c) you shall permit ROAR or ROAR's designated auditor to audit the ROAR Services in order to establish the name and password of each Customer User and your data processing facilities to audit compliance with these Terms of Use; (d) if any of the audits referred to in 4.2(e) reveal that any password has been provided to any individual who is not a Customer User, then without prejudice to ROAR's other rights, you shall promptly disable such passwords and ROAR shall not issue any new passwords to any such individual; and (e) if any of the audits referred to in 4.2(e) reveal that you have underpaid Subscription Fees to ROAR, then without prejudice to ROAR's other rights, you shall pay to ROAR an amount equal to such underpayment within 10 Business Days of the date of the relevant audit.

4.3. You shall not, and shall procure that Customer Users, Clients, and your employees, agents and contractors shall not: (a) except as may be allowed by any Applicable Law which is incapable of exclusion by agreement and except to the extent expressly permitted under the Terms of Use: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the ROAR DIY SEO platform Services in any form or media or by any means; or (ii) attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any

part of the ROAR's Services; (b) access all or any part of the ROAR Services in order to build a product or service which competes with the ROAR Services; (c) use the ROAR Services to provide services to third parties, (except to the extent expressly permitted under the Terms of Use); (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the ROAR DIY SEO Platform Services available to any third party (except to the extent expressly permitted under the Terms of Use); (e) share, loan or transfer your Account or the details for accessing or using the Account; (f) attempt to obtain, or assist third parties in obtaining, access to the ROAR Digital Marketing's DIY SEO platform Services, other than as provided under this Clause 4.3; (g) create a false identity using the ROAR Digital Marketing's DIY SEO platform Services, misrepresent ROAR's identity, or use or attempt to use another's Account; (h) remove or alter any conditions of use, copyright notices and other identification disclaimers as they may appear on the ROAR Digital Marketing's DIY SEO platform Services (other than as permitted under these Terms of Use); (i) attempt to probe, scan or test the vulnerability of the ROAR Digital Marketing's DIY SEO platform services, breach the security or authentication measures of the ROAR Digital Marketing's DIY SEO platform services without proper authorisation or wilfully render any or part of the ROAR Digital Marketing's DIY SEO platform Services unusable; (j) allow the ROAR Digital Marketing's DIY SEO platform Services to become the subject of any charge, lien or encumbrance; (k) upload, store, post, email, transmit or otherwise make available any content that infringes any Intellectual Property Rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, threatening, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), knowingly false or misleading, or that does not comply with all Applicable Laws and regulations or is otherwise objectionable or prohibited; (l) engage in any fraudulent activity or further any fraudulent purpose; (m) violate any Applicable Laws or regulations; (n) use the ROAR Digital Marketing's DIY SEO platform Services to harm minors; or (o) interfere with others' use of the ROAR Digital Marketing's DIY SEO platform Services.

## 5. MANAGING ACCOUNTS

5.1. You shall provide, and shall procure that Customer Users shall provide accurate, current and complete information required to register with the ROAR Digital Marketing's DIY SEO platform Services and at other points as may be required in the course of using the ROAR Digital Marketing's DIY SEO Platform Services. You shall and shall procure that Customer Users shall maintain and update information as required to keep it accurate, current and complete. We may terminate yours or your Customer Users' rights to any or all of the ROAR Services if any information you provide is false, inaccurate or incomplete.

5.2. In respect of the ROAR Digital Marketing's DIY SEO platform Services, you shall be responsible for all acts and omissions by you and by your Customer Users and Clients (as applicable), including for ensuring the security and confidentiality of all Credentials.

5.3. You shall, and shall procure that each of your Consumer Users shall: (a) act in accordance with good industry practice (through the use of up-to-date anti-virus software) to ensure that it does not transmit any Viruses or Vulnerability during the course of its use of the ROAR Digital Marketing's DIY SEO platform Services; (b) read and comply with the Terms of Use; (c) immediately notify us of any breaches of the Terms of Use; (d) provide ROAR with all necessary co-operation and information as may be required by ROAR in order to provide the ROAR Digital Marketing's DIY SEO platform Services; and (e) comply with all Applicable Laws and regulations with respect to its activities under or in connection with the ROAR Digital Marketing's DIY SEO platform Services.

5.4. Where Customer appoints an Administrator, Customer warrants and represent that the Administrator has the authority to act on behalf of the Customer.

5.5. Customer shall keep complete and accurate records of Customer Users and produce such records to ROAR on reasonable request from time to time.

## 6. CUSTOMISABLE SERVICES ADDITIONAL REQUIREMENTS

6.1. Where your Subscription is for Customisable Services, you shall ensure your Clients' compliance with these Terms of Use, by (a) ensuring that any contract under which you agree to provide any ROAR Digital Marketing's DIY SEO platform Services to Client includes an obligation on the Client to comply with these Terms of Use; and (b) by requiring each Client to agree to the Custom Terms of Use before the Client or any Client Users are able to use the Customisable Services.

6.2. The written contract referred to in clause 6.1(a), shall incorporate the following terms as between you and your Client (or materially equivalent terms provided only if these are no less protective of ROAR than the original terms): (a) terms identical to those provided by Customer in respect of Customers Users under clauses 4.1, 4.2(e)-(f), 5.1, 5.3 of these Terms of Use, but provided by Client in respect of its Client Users; (b) terms identical to those provided by Customer under clauses 5.2, 5.4 5.5, and 7.2, but as provided by Client; (c) terms identical to those provided by Customer under 4.3, but as provided by Client in respect of Client Users, and its employees, agents and contractors; and (d) an obligation by Client to provide to its Client Users the Customer User Policy prior to their use of the Customisable Services.

## 7. SERVICE DEPENDENCIES AND RELIABILITY

7.1. The use and performance of ROAR Digital Marketing's DIY SEO platform Services may be dependent on System Requirements. You acknowledge and agree that you and your Clients (as applicable) are responsible for such System Requirements and (to the extent permitted by law)

are solely responsible for procuring, maintaining and securing network connections and telecommunications links from your systems to the platform's provider's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the yours or your Clients' network connections or telecommunications links or caused by the internet.

7.2. You shall and shall procure that any Clients shall: (a) obtain and shall maintain all necessary licences, consents, and permissions necessary for ROAR, its contractors and agents to perform their obligations under these Terms of Use, including without limitation the ROAR Digital Marketing's DIY SEO platform services; and (b) ensure that its network and systems comply with the System Requirements.

7.3. The content provided through ROAR Digital Marketing's DIY SEO platform services is not intended to amount to or form the basis of advice on which you should rely. The ROAR Digital Marketing's DIY SEO platform services are provided "as is" and "as available". To the fullest extent permissible by law, we do not provide and expressly disclaim warranties of any kind, whether express or implied, including, but not limited to, implied warranties or merchantability, fitness for a particular purpose, non-infringement, or performance. You acknowledge and accept that we do not warrant that ROAR Digital Marketing's DIY SEO platform services will be uninterrupted, timely, secure, error-free, or free from Viruses or other malicious software, and no information or content obtained by you or your Clients from us or through the ROAR Digital Marketing's DIY SEO platform services shall create any warranty not expressly stated in terms of Use. If you or your Client are dissatisfied with ROAR Digital Marketing's DIY SEO platform services, your sole and exclusive remedy is to discontinue the use of ROAR Digital Marketing's DIY SEO platform services.

7.4. Where the ROAR Digital Marketing's DIY SEO platform services link to other websites and resources provided by third parties and suppliers, these links are provided for information only. Such links should not be interpreted as approval by us of those linked websites or any information you may obtain from them. We have no control or responsibility over the contents of those websites or resources.

7.5. You acknowledge and agree that, from time to time, ROAR may need to carry out maintenance on ROAR Digital Marketing's DIY SEO platform, and generally, maintenance works relating to its equipment and systems, and it shall use its reasonable endeavours to ensure that, in doing so, reasonable notice is given to you and minimum disruption to the access to the ROAR Digital Marketing's DIY SEO platform services is caused. However, you acknowledge that ROAR cannot guarantee that ROAR Digital Marketing's DIY SEO platform services will be continuously available. For the avoidance of doubt, you shall in no

circumstances be entitled to a discount or refund of Subscription Fees in respect of interruptions to the availability of ROAR Digital Marketing's DIY SEO platform services arising from such maintenance works.

7.6. We reserve the right to suspend or restrict access to ROAR Digital Marketing's DIY SEO platform services if: (a) we reasonably believe that you, or your Client, or Customer Users are in breach of the Terms of Use; or (b) we suspect or detect any Viruses, malware, Trojan horses, time bombs, or other similar harmful software connected to yours, or your Customer Users' Accounts. We shall not be liable to you or to any third party (including any of your Clients) for any such suspension.

## 8. CONTENT AND CONDUCT

8.1. You shall have sole responsibility for the legality, reliability, integrity, accuracy, completeness and quality of all Customer Content.

8.2. Portions of ROAR Digital Marketing's DIY SEO platform services may utilise or include third-party supplier software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material may be made available in respect of the ROAR Digital Marketing's DIY SEO platform services, and yours, your clients, and the Customer Users' use of such material is governed by their respective terms.

8.3. You warrant, represent and undertake (on your own behalf, and on behalf of your Clients and Customer Users) that: (a) you have the right, power and capacity to agree to the Terms of Use and (where applicable) to assign, and/or grant the rights as set out in the Terms of Use (including in respect of the Customer Content); (b) the Customer Content will not infringe the rights (including Intellectual Property Rights) of any third party, and that you shall obtain and grant any license, waivers or permissions as needed to give effect to any rights granted to ROAR; and (c) you and the Customer Content shall comply with all Applicable Laws.

8.4. All Intellectual Property Rights in the Customer Content shall remain your property or that of your licensors. You grant and shall procure that Clients and Customer Users grant to ROAR and our platform development partners a non-exclusive, royalty-free, perpetual, worldwide license to: (a) host, use, copy, store, collect, process, transmit, retain, publish and display the Customer Content to the extent permitted in the Terms of Use or as otherwise necessary to enable ROAR to provide the ROAR Digital Marketing's DIY SEO platform services, and to enable ROAR to perform its obligations in these Terms of Use and under any third party license, or otherwise required by law regulation or order; and (b) use the Customer Content on an anonymous basis such that ROAR may aggregate such anonymised Customer Content with the anonymised data of other Customers and users of its ROAR Digital Marketing's DIY SEO platform services.

Ownership of such anonymised and aggregated data and all Intellectual Property Rights in that data will belong to ROAR and partners or shall immediately vest in ROAR upon its creation.

8.5. If you or your Customer Users elect to provide ROAR with any suggestions, comments, improvements, ideas or other feedback or materials related to the ROAR Digital Marketing's DIY SEO platform services, you hereby assign, and as applicable procure that your Customer Users shall assign, and shall if requested in the future assign, all right, title and interest in and to such feedback to ROAR, without any compensation or other duty to account to you or the Customer Users (as applicable) and shall automatically waive and procure the waiver of any moral rights in such feedback. You shall procure that Customer Users will promptly take such actions as ROAR may reasonably request from time to time (including execution of affidavits and other documents) to effect, perfect or confirm ROAR's ownership rights.

## 9. SUBSCRIPTION FEES

9.1. You shall pay the Subscription Fees to ROAR in accordance with this Clause 9. The Subscription Fees for ROAR Digital Marketing's DIY SEO platform services will be invoiced to and payable in advance by the Customer as follows: (a) where the Customer subscribes to a monthly subscription plan, monthly in advance at the beginning of the Initial Period and any Renewal Period; and (b) where the Customer subscribes to an annual subscription plan, annually in advance at the beginning of the Initial Period and any Renewal Period. Where the payment date cannot be the same day of a month it shall be the nearest day before (i.e. if the payment date is 31st of March then the next payment would be due on 30th April).

9.2. Where Customers are located in the UK, Subscription Fees shall be paid in British Pounds Sterling (£), and in all other cases Subscription Fees shall be paid in US Dollars (\$). Accordingly, the Customer recognises that the actual cost of the Subscription may be more or less than the cost anticipated at the date when the Subscription was requested, as a result of fluctuations in the rate of currency exchange. Customer acknowledges and agrees that ROAR may charge Customer at the rate of currency exchange in operation on the date of the invoice for the Subscription Fees. In all cases the Subscription Fees are exclusive of applicable tax, duties, fees and levies imposed from time to time by any government or other authority, which will be payable by Customer in addition to the Subscription Fees and shall be added to the invoice(s) at the appropriate rate.

9.3. Save as otherwise expressly provided in the Terms of Use or required by law, all payments to be made by Customer to ROAR under this Terms of Use will be made in full and without any set-off, deduction or withholding, including, without limitation, on account of any counterclaim.

9.4. Without prejudice to any other right or remedy ROAR may have, if Customer fails to make any payment of Subscription Fees on the due date, ROAR reserves the right to, on or after ten

(10) calendar days after sending a written notice reminding Customer of its payment obligation (provided that Customer makes no payment or partial payment after receipt of such reminder), without breaching the Terms of Use, fully or partially suspend Customer's and their applicable Clients and Customer Users' access to the ROAR Digital Marketing's DIY SEO platform services and/or the performance of its obligations under the Terms of Use, until payment of all overdue amounts is received in full.

9.5. Without prejudice to any other right or remedy ROAR may have, ROAR may charge interest on any overdue Subscription Fees under the Terms of Use after their due date calculated on the basis of eight per cent eight (8%) a year above the base rate of the Bank of England, or such other maximum amount permitted by law from time to time, from the due date of payment and until payment is made in full.

9.6. Customer acknowledges and agrees that, during the Term, ROAR may increase the Subscription Fees payable for ROAR Digital Marketing's DIY SEO platform services upon providing 30 days' notice (form of such notice at ROAR's discretion) to Customer before implementing such change. If Customer refuses the increase of the Subscription Fees, Customer shall have the right to terminate the Subscription.

9.7. Except as expressly provided in the Terms of Use, no refunds shall be made, including on termination of your Subscription, unless terminated for ROAR's material breach. If terminated for ROAR's material breach, all Subscription Fees payable up to the point of termination shall become immediately payable, and any Subscription Fees paid in advance for ROAR Digital Marketing's DIY SEO platform services under the Subscription to be provided after the date of termination shall be refunded.

## 10. DATA PROTECTION

10.1. ROAR and our platform partners may receive and process certain information from you including personal data (which has the meaning as set out in the Data Protection Laws), for the purposes of providing the ROAR Digital Marketing's DIY SEO platform services, as further set out in our Privacy Policy. You acknowledge and agree that your use of the ROAR Digital Marketing's DIY SEO platform services is subject to the Privacy Policy.

10.2. You shall and shall procure that your Clients and Customer Users comply with the Data Protection Laws in connection with the ROAR Digital Marketing's DIY SEO platform services under these Terms of Use.

## 11. CONFIDENTIALITY



11.1. ROAR and you each undertake to maintain the confidentiality of the other's Confidential Information and to use no less adequate security measures with respect to the other party's Confidential Information than it uses in respect of its own. Neither ROAR nor you shall at any time (including after the termination or expiration of the Terms of Use) without the prior written approval of the other use disclose, exploit, reproduce or edit any of the other's Confidential Information, or permit any other party to do any of the foregoing, other than strictly to the extent as needed to exercise its rights and/or perform its obligations in connection with the Terms of Use. You shall procure that your Clients and Customer Users comply with the provisions of this clause 11.

11.2. Notwithstanding clause 11.1, ROAR will be entitled to, and in each case without first obtaining Customer's prior written consent, reference the Customer and its use of the ROAR Digital Marketing's DIY SEO platform services and to use Customer's name and brand insignia in any form of media, for sales, marketing and other promotional purposes, in particular as a commercial reference in ROAR's commercial documents (including but not limited to in case studies and articles).

## 12. TERMINATION

12.1. During the period of 7 days from and including the Effective Date, only, you shall be entitled to terminate your Subscription immediately on notice to ROAR and shall be entitled to a full refund of the Subscription Fees provided that you confirm cancellation and make a request for a refund in writing by sending an email to ROAR at: [accounts@roardigitalmarketing.co.uk](mailto:accounts@roardigitalmarketing.co.uk).

12.2. You may without cause provide 30 days notice of termination of your Subscription at any time, upon which termination shall be effective 30 days from which notice was received by email. Where termination has been provided under this clause you shall continue to be entitled to receive ROAR Digital Marketing's DIY SEO platform services made available under the applicable Subscription for the remainder of the Term, but you shall not be entitled to a refund of any Subscription Fees paid for those ROAR Digital Marketing's DIY SEO platform services.

12.3. You or ROAR may terminate your Subscription with immediate effect by giving written notice to the other if the other: (a) fails to cure any material breach of the Terms of Use within fourteen (14) calendar days after receipt of written notice of such breach; (b) becomes the subject of a petition in bankruptcy, or other proceeding, petition, notice, resolution, or order relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) fails to pay any amounts due under the Terms of Use and remains in default not less than fourteen (14) days after being notified in writing to make such payment.

12.4. ROAR may terminate a Subscription at any time without cause and without notice. In cases of immediate termination without cause by ROAR, ROAR will refund you the paid but

unused portion of the Subscription Fees for the remainder of the Initial Period or Renewal Period as the case may be.

12.5. On termination of a Subscription for any reason: (a) the applicable Subscription and all licenses granted by ROAR under the Terms of Use shall immediately terminate, and Customer and any applicable Customer Users shall immediately cease all use of the ROAR Digital Marketing's DIY SEO platform services and use of any other ROAR property including the Confidential Information and where requested by ROAR (and to the extent permitted by Applicable Laws) return or destroy such ROAR Confidential Information; (b) subject to clause 12.1, all Subscription Fees incurred prior to the termination date shall be paid by Customer in accordance with the payment terms in Clause 9, unless a refund under that clause applies; and (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Terms of Use which existed at or before the date of termination shall not be affected or prejudiced.

12.6. Provisions of the Terms of Use which are either expressed to or by their nature survive termination (including provisions regarding the assignment or grant of rights to ROAR) shall remain in full force and effect notwithstanding termination of a Subscription.

### 13. LIABILITY

13.1. Nothing in the Terms of Use limits or excludes: (a) your liability to pay the Subscription Fees; or (b) the liability of either you or ROAR or either party's Affiliates, employees, principals or corporate officers for: (i) death or personal injury resulting from negligence; (ii) for its fraud, fraudulent misrepresentation, gross negligence or wilful misconduct; or (iii) any other form of liability that may not be limited by law.

13.2. You shall indemnify ROAR against all liabilities, costs, expenses, and damages, and losses (included reasonable legal fees) suffered or incurred by ROAR arising out of or in connection with any claims against ROAR arising out of: (a) infringement of any third party Intellectual Property Rights relating to Customer Content provided by you, your Client, or Customer Users; (b) your or your Customer Users' breach of 8.3 or Applicable Laws

13.3. Subject to 13.1, ROAR shall have no liability to you or your Clients, in each case whether direct, indirect, foreseeable or consequential, for any: (a) loss of profit; (b) loss of revenue, loss of production or loss of business; (c) loss of goodwill, loss of reputation or loss of opportunity; (d) loss of anticipated savings or loss of margin; (e) loss of bargain; (f) loss of use or value of any data or software; (g) wasted management, operational or other time; and (g) loss or damage or injury (as the case may) caused by the use of the ROAR Digital Marketing's DIY SEO platform services or by delays or interruptions of the ROAR Digital Marketing's DIY SEO platform services from whatever cause.

13.4. Subject to 13.1 and 13.2, ROAR's maximum aggregate liability arising out of or relating to these Terms of Use and all Subscriptions (whether based in contract, tort (including negligence) or any other legal or equitable theory), will be limited to the Subscription Fees paid by you to ROAR during the first twelve (12) month period preceding the first event giving rise to the claim.

## 14. NOTICES

14.1. Any notice or other communication given under or in connection with these Terms of Use will be in writing, in the English language (or any other language expressly agreed between the parties), marked for the attention of the specified representative of the party to be given the notice and must be: (a) sent to that party's address by pre-paid mail delivery service providing guaranteed next Business Day delivery and proof of delivery; or (b) sent by e-mail to that party's e-mail address as shared by that party.

14.2. Any notice given in accordance with this Clause 14 will be deemed to have been served: (a) if given as set out in Clause 14.1(a) at 9.00am on the second Business Day after the date of posting; and (b) if given as set out in Clause 14.1(b) at the time of sending the e-mail.

## 15. FORCE MAJEURE

15.1. ROAR shall have no liability to you under these Terms of Use nor shall it be in breach of these Terms of Use if it is prevented from or delayed in performing its obligations under the Terms of Use or from carrying on its business due to a Force Majeure Event. In such circumstances, ROAR shall be entitled to a reasonable extension of time for performance of its obligations and Customer shall continue to pay the Subscription Fees in respect of the ROAR Digital Marketing's DIY SEO platform services which ROAR continues to supply notwithstanding the occurrence of a Force Majeure Event. If the period of delay or non-performance continues for one (1) month, the party not affected may terminate the applicable Subscription by giving fifteen (15) calendar days' written notice to the affected party.

## 16. GENERAL

16.1. In performing its obligations and exercising its rights under these Terms of Use, each party shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

16.2. No variation of these Terms of Use shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.3. No failure or delay by a party to exercise any right or remedy provided under these Terms of Use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any right or remedy.

16.4. If any provision or part-provision of these Terms of Use is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms of Use. If any provision or part-provision of the Terms of Use is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.5. These Terms of Use constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and undertakings between them, whether written or oral, relating to its subject matter. Except for express provisions in these Terms of Use (and any express provisions contained in any documentation which is expressly incorporated), all other warranties, conditions, terms, representations, statements, undertakings and obligations, whether express or implied by statute, common law, custom, usage or otherwise are hereby excluded to the maximum extent permitted by law.

16.6. Each party agrees that in entering into these Terms of Use, it does not rely on (and shall have no remedy in respect of) any statement, representation (including any misrepresentation), warranty or undertaking (whether negligently or innocently made) of any person (whether a party to the Terms of Use or not and, in each case, whether contractual or non-contractual) which is not expressly set out in these Terms of Use.

16.7. You shall not, without the prior written consent of ROAR assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms of Use. ROAR may at any time assign, transfer, charge, sub-contract, utilise supplier platforms or deal in any other manner with all or any of its rights or obligations under the Terms of Use.

16.8. Nothing in the Terms of Use and no action taken by the parties in connection with it will create a partnership or joint venture or relationship of employer and employee between the parties, or save as expressly provided otherwise in the Terms of Use, give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

16.9. Other than expressly stated within, these Terms of Use do not confer any rights on any person or party (other than the parties to the Terms of Use and, where applicable, their successors and permits assignees) pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.10. These Terms of Use and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Use or its subject matter or formation (including any non-contractual disputes or claims). Notwithstanding the foregoing, ROAR shall, in addition to any other remedies available, be entitled to seek injunctive or other appropriate equitable relief in any court of competent jurisdiction for any actual or threatened misuse of its Intellectual Property Rights or Confidential Information.

## 17. DEFINITIONS

17.1. Account means an account that a Customer is authorised to set up to use ROAR Digital Marketing's DIY SEO platform services.

Administrator means a Customer User who has been appointed by a Customer as its representative in respect of managing the Subscription and the Customer Users under that Subscription.

Affiliates means with respect to a party, any entity that directly or indirectly controls, is controlled by or is under common control with that party. For purposes of these Terms of Use, "control" means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.

Annual Plan means the provision of ROAR Digital Marketing's DIY SEO platform services on an annual subscription basis.

Applicable Law means any (a) statute, statutory instrument, bye-law, order, directive, treaty, decree or law (including any common law, judgement, demand, order or decision of any court, regulator or tribunal); (b) any legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or (c) any legally binding industry code of conduct or guideline, which relates to the Terms of Use, and the ROAR Digital Marketing's DIY SEO platform services.

Business Day means a day that is not a Saturday, Sunday or public or bank holiday in London, United Kingdom.

Client means the business trader or corporate entity or organisation procuring search engine optimisation services from the Customer in connection with which the Customer requires ROAR Digital Marketing's DIY SEO platform services.

Client User means those employees, agents and independent contractors of a Client who are authorised to use the applicable ROAR Digital Marketing's DIY SEO platform services.

Confidential Information means any document marked "confidential", or any information which a recipient has been informed is confidential or which it ought to reasonably consider the other party to consider confidential, including but not limited to any information regarding the ROAR Digital Marketing's DIY SEO platform services, ROAR's business, and any other information which might have commercial, public interest, publicity, or other value to third parties.

Credentials means Account passwords and other log-in details used in order to access or use the ROAR Digital Marketing's DIY SEO platform services.

Customer means the sole business trader or the corporate entity or organisation procuring ROAR Digital Marketing's DIY SEO platform services through a Subscription.

Customer Content means any content uploaded, posted or embedded through the ROAR Digital Marketing's DIY SEO platform services by a Customer, Client, or Customer User, including but not limited to names, account information, usernames, pseudonyms, text, graphics, logos, marks, images, photographs, code, videos, clips, GIFs, moving images, chat rooms, audio, links, data and any other form of media, as created from time to time and made available through the ROAR Digital Marketing's DIY SEO platform services.

Customer User means those employees, agents and independent contractors of the Customer, and Client Users, who are authorised by the Customer, or Client as applicable, to use the applicable ROAR Digital Marketing's DIY SEO platform services through the Customer's Subscription.

Customisable Services means the Standard third party suppliers Services, but which may be tailored for use with the ROAR branding or look-and feel, and which services are made available only to Customers who have an active Subscription for a Standard Service.

Custom Terms of Use means the version of the Terms of Use to be supplied by a Customer to its Clients, agreement to which is conditional to the Clients' use of the Customisable Services.

Customer Use Policy means the policy with which all Customer Users must comply when using the ROAR Digital Marketing's DIY SEO platform services.

Data Protection Laws means any applicable laws, rules, regulations, regulatory guidance, self-regulatory guidelines, industry standards, implementing legislation, or third-party terms relating to privacy, security, data protection, including, as applicable the: (i) UK Data Protection Act 2018 and the GDPR as it forms part of UK law by virtue of section 3 of the European (Withdrawal) Act 2018; and (ii) Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC; and (iii) EU e-Privacy Directive (Directive 2002/58/EC); in each case as may be amended, superseded or replaced from time to time.

Effective Date means the earlier of (a) the date on which the applicable ROAR Digital Marketing's DIY SEO platform services are first used; (b) acceptance of these Terms of Use (such as by ticking a box agreeing to the Terms of Use).

Force Majeure Event means any event or occurrence not within a party's reasonable control, including without limitation, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, impositions of sanctions, embargo or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident, loss of electrical power, loss of telephone, internet or wide area network, as well as other similar infrastructure and/or material shortages.

ROAR Digital Marketing's DIY SEO platform services means the Standard Platform Services and the customisable 'done for you' Services.

Initial Period means in the case of: (a) a Monthly Plan, the period of 1 month from and including the Effective Date; and (b) an Annual Plan, the period of 12 months from and including the Effective Date.

Intellectual Property Rights means (a) patents, registered trademarks, registered designs, applications and rights to apply for any of those rights; (b) unregistered trademarks, copyright, topography rights, database rights, moral rights, know-how (meaning: formulae, methods, plans,

inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions), rights in designs and inventions, discovery or process, and applications for and rights to apply for any of the foregoing; (c) trade, business and company names, domain names and e-mail addresses; (d) rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise); (e) the goodwill attaching to any of the aforementioned rights; and (f) any forms of protection of a similar nature and having equivalent or similar effect to any of them; in all the above cases, throughout the world, including countries which currently exist or are recognised in the future.

Monthly Plan means the provision of ROAR Digital Marketing's DIY SEO platform services on a monthly subscription basis.

Renewal Period means in the case of: (a) a Monthly Plan, the period of 1 month from and including the date immediately following the end of the Initial Period; and (b) an Annual Plan, the period of 12 months from and including the date immediately following the end of the Initial Period.

Standard Services means ROAR's suite of online marketing and management tools for search engine optimization, 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, as more particularly described on our website page, and which are made available through the Website, and any of the services, features, and functionalities linked to the same.

Subscription means the provision of ROAR Digital Marketing's DIY SEO platform services on a subscription basis under either a Monthly Plan or the Annual Plan.

System Requirements means device compatibility, internet access, updated software and other technical requirements as may be specified by ROAR from time to time.

Term means as provided under clause 2 of these Terms of Use.

Virus means any thing or device (including any software, code, file or programme) which may (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (b) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); and (c)



adversely affect the user experience, including words, trojan horses, viruses and other similar things or devices.

Vulnerability means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity or availability and the term "Vulnerabilities" shall be construed accordingly.

Website means [seo.ROARDigitalMarketing.co.uk](http://seo.ROARDigitalMarketing.co.uk) or such other URL as ROAR shall designate from time to time.

17.2. Unless the context otherwise requires: (a) references to the singular include the plural and vice versa and references to any gender include every gender; (b) references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality); (c) A reference to "in writing" or "written" includes email; (d) References to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time; (e) Any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them; and (f) Any reference to time of day is to British time (GMT) and day is to a period of twenty-four (24) hours running from midnight to midnight.