

# CreatorSEO Terms and Conditions



Welcome to [www.CreatorSEO.com](http://www.CreatorSEO.com) (hereafter “CreatorSEO”), a product owned and operated by Jovian Ltd.

By using the CreatorSEO website you agree to be bound by the Terms and Conditions set out herein, which constitute a legally binding agreement, and includes any future amendments made hereto which may be applied. The User is advised to refer back to this section intermittently to review any such amendments which will be highlighted.

## CONDITIONS OF USE OF [www.CreatorSEO.com](http://www.CreatorSEO.com)

1. In order to use the [www.CreatorSEO.com](http://www.CreatorSEO.com) products, the User must register as a personal user and must provide the User’s full legal name, a valid email address, and any other information requested by CreatorSEO in order to complete the subscription/joining process. The User undertakes not to maliciously create additional registration accounts for the purpose of abusing the functionality of the site, nor to seek to pass its self off as another User.
2. Upon joining/subscribing to the site, each User will be allocated a unique user name and password for the authorized use of the User only. These details are not transferable, and the User shall keep them strictly confidential and secure. A single login shared by multiple people is not permitted. The User is responsible for maintaining the security of his/her account and password. Jovian Ltd cannot be held liable if the User’s account is used by another User where this occurs through breach of confidentiality on behalf of the User. The User should notify Jovian Ltd immediately if any unauthorized use of his/her account comes to his/her attention.
3. Jovian Ltd, at its sole discretion, reserves the right to prohibit access by person(s) to [www.CreatorSEO.com](http://www.CreatorSEO.com) if they are found to be in breach of these Terms and Conditions, at which time the agreement will terminate.
4. Subject to clause 18 herein the User may download the reports/graphs electronically; print extracts and make copies of these for his/her own personal and non-commercial use only. This does not include downloading, storing, transmitting, displaying, copying or distributing the material, in whole or in part, in a structured manner or creating a database in any form comprising all or part of the material.
5. Anyone may become a User of the CreatorSEO tools at no cost (Basic User). As a Basic User, you will be able to use some but not all of the tools/features and services available.
6. In order to access additional tools/features and services, you must become a paying member to the service and will be subject to the additional terms and conditions under the Subscriptions section below.

## SUBSCRIPTIONS

7. In becoming a paying member the User agrees to pay Jovian Ltd the applicable subscription fee (“Subscription Fee”) during the subscription Period (“Subscription Period”).
8. **CreatorSEO Credits.** Each month during your Subscription Period, the User will be entitled to a certain allocation of CreatorSEO Credits. The User may use these Credits to avail of certain CreatorSEO tools and services. The User must use the credits in the allocated month as any unused credits do not carry-over to a subsequent month. Credits cannot be transferred, redeemed or exchanged.
9. **Payment.** A valid credit card is required to subscribe to the service. The User agrees to pay Jovian Ltd all applicable charges at the prices then in effect.
10. **Service.** The User is entitled to receive the service only during the paid subscription period as specified on the User’s billing details.
11. **Auto-renewal.** The User’s CreatorSEO subscription will be automatically extended for successive renewal periods of the same duration as the original subscription term unless cancelled by the User. Jovian Ltd reserves the right to renew a subscription at the full applicable subscription price in effect at each subsequent renewal period.
12. **Change in Amount Authorized.** If the amount to be charged to the User’s billing account varies from the amount initially pre-authorized, the User will be contacted by email (as per the User’s CreatorSEO account).
13. **Cancellation.** The User is solely responsible for the cancellation of his/her account. Jovian Ltd will, upon notification of such cancellation terminate the User’s access to the service and cease billing the User for the service. However, the User shall remain responsible for all pro-rata charges incurred prior to the cancellation of the User’s account.
14. **Promotions.** Any promotion that provides Member-level access to the service must be used within the specified time. A User must cancel his/her subscription before the end of the trial period in order to avoid being charged a subscription fee.

## DATA PROTECTION AND PRIVACY POLICY

15. Jovian Ltd takes the privacy of its Users seriously. It is committed to safeguarding the privacy of its Users. Please refer to the privacy policy document for further details.

## LIABILITY

16. The User shall indemnify Jovian Ltd against any unauthorized use of his/her user name and password, where the User has allowed or facilitated a third party to have access to the aforementioned detail, however so disclosed.
17. The User shall indemnify Jovian Ltd against all costs, claims, demands or expenses incurred by, or made against, CreatorSEO as a result of any breach of these Terms and Conditions by the User, howsoever arising.
18. To the extent permitted by law, Jovian Ltd, its employees, agents or representatives shall have no liability whatsoever to the User for any direct, indirect or consequential loss or damage, cost or expense, suffered or incurred by the User (whether arising in tort, contract, negligence, infringement of copyright or other intellectual rights) caused by use of [CreatorSEO](#), other than from the wilful negligence of Jovian Ltd, its employees, agents or representatives as proven in a court of law.
19. Jovian Ltd shall not be liable for the content, accuracy, integrity, lawfulness or otherwise of information on websites over which Jovian Ltd has no control but which may be referenced or accessible through CreatorSEO;
20. Although every care is taken in the preparation of information supplied by CreatorSEO, CreatorSEO does not purport to provide advice and is not responsible for any loss suffered as a result of any action taken or refrained from being taken as a result of any information contained in CreatorSEO.

## WARRANTY

21. The information, goods and services contained in CreatorSEO are provided 'as is' and Jovian Ltd does not give any warranties, either express or implied in terms of accuracy, reliability or fitness for purpose of the said information, goods and services, outside what would be considered reasonable in the circumstances.
22. Jovian Ltd does not provide any warranties that the content of CreatorSEO is free of infection by computer viruses or other contamination.
23. Jovian Ltd and its agents or representatives do not endorse nor provide any warranties in respect of any third party products or services by virtue of any advertisement, information, material or content referred to, or included on, or linked from or to CreatorSEO.

## INTELLECTUAL PROPERTY

24. All rights in [www.CreatorSEO.com](http://www.CreatorSEO.com) and other marks owned by Jovian Ltd are reserved.
25. All information/materials other than submitted by Users on CreatorSEO is the property of Jovian Ltd. Reproduction of any proprietary information without Jovian Ltd's express permission in writing is prohibited. To request such permission Users should email CreatorSEO: [info@creatorseo.com](mailto:info@creatorseo.com)
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27. Jovian Ltd shall not be liable for the infringement of intellectual property rights of third parties, where such infringement occurs through the addition of information to CreatorSEO by way of reference, discussion, blogging etc. by any User or external third party. Any such infringement should be notified to Jovian Ltd immediately and remedial steps will be taken as soon as practicable

## MISCELLANEOUS

28. CreatorSEO reserves the right to remove, alter, change or vary the website at any time without notice.
29. CreatorSEO shall endeavour to provide constant, uninterrupted access to [www.CreatorSEO.com](http://www.CreatorSEO.com) but do not guarantee to do so and accept no responsibility or liability for any interruption or delay.

## APPLICABLE LAW AND JURISDICTION

30. This agreement is governed by the Laws of Ireland and shall be subject to the jurisdiction of the Irish courts.