

Semrush Cyber Week Terms and Conditions (2023)

These Terms and Conditions apply to the Semrush Cyber Week Offer 2023 organized by Semrush Inc. (“**Semrush**”, “**we**”). By entering the Semrush Cyber Week Offer, you will be bound by these Terms and Conditions, [Semrush Privacy Policy](#), [Semrush Terms of Service](#) (together, the “**Agreement**”) and you acknowledge that you satisfy all eligibility requirements. In the event of a conflict between these Terms and Conditions and Semrush Terms of Service, these Terms and Conditions shall prevail. The Capitalized terms not otherwise defined herein shall have the same meaning as in the Semrush Terms of Service or other policies implemented therein.

1. **Offer Period.** The Semrush Cyber Week Offer (the “**Offer**”) runs from 12:01 a.m. Central US time on November 15, 2023 until 1:59 pm Central US time on December 1, 2023 (the “**Offer Period**”). The Offer will only be valid during this time and available to all Eligible Users as specified below. The Offer is only valid for Services available at www.semrush.com.

2. **Eligibility.** The Offer is available only during the Offer Period for Semrush Users who do not have a subscription for any Paid Services of Semrush or active trial period as well as do not have a subscription for any Paid App of Semrush App Center or active trial period for any App of Semrush App Center (“**Eligible Users**”). Users may not cancel any Paid Services or trial periods in order to be eligible to take advantage of the Offer.

3. **Offer.** Eligible Users during the Offer Period can take advantage of one of the following offer:

- To purchase Semrush Pro 3 month subscription and receive 3 month [Content Shake AI](#) subscription with no additional charge (“Cyber Week Offer”).

4. How To Enter.

4.1. Eligible Users must purchase Semrush services as specified in clause 3 of these Offer Terms and Conditions on the Cyber Week landing page <https://www.semrush.com/lp/cyber-week/en/> or <https://www.semrush.com/lp/cyber-week-aff/en/> (the “Cyber Week Offer Website”) to take advantage of the Cyber Week Offer.

4.2. All purchases must be completed and fully paid within the Offer Period. The Offer cannot be used in conjunction with any other discount or promotion not covered under these Terms and Conditions, or applied retroactively.

4.3. Purchased Semrush Subscription will be activated for use as soon as technically possible.

5. Cancellation and Renewal Terms.

5.1. All and any payments made in connection with this Offer are non-refundable, unless otherwise specified in the Semrush Cancellation and Refund Policy.

5.2. Semrush Subscription purchased under this Offer will automatically renew for the same period for the Fees actual for the Subscription Plan on the day of renewal.

6. Additional Terms.

6.1. Semrush reserves the right at its sole discretion to disqualify the entry of any individual found to be violating these Offer Terms & Conditions. In case of disqualification all and any

payments made in connection with this Offer are non-refundable. Incomplete and robotic, automatic, programmed or similar entries will be disqualified.

6.2. Semrush and its affiliates are not responsible for: (a) lost, misdirected, late, or incomplete entries or for inaccurate entry information; (b) any operation or transmission error, theft, unauthorized access to, or alteration of, entries.

6.3. By taking an advantage of the Offer, you waive all rights to bring any claim against Semrush, its affiliates or any others associated with this Offer. You further agree to release and hold harmless Semrush, its affiliates, or any others associated with this Offer from any and all liability arising therefrom, or Semrush's and its affiliates's use of any information as described herein, including but not limited to, waiving all rights to any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Offer or delivery, misdelivery, acceptance, possession, use of or inability to participate in the Offer (including claims, costs, injuries, losses, or damages related to the rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

6.4. With the exception of any indemnification obligations stated in the Semrush Terms of Service, in no event will either party and its respective affiliates, officers, directors, employees, or agents be liable for any indirect, incidental, special, punitive, or consequential damages or loss of profits, revenue, data or business opportunities arising out of or related to this Offer, whether an action is in contract or tort and regardless of the theory of liability whatsoever arising from or related to either this Offer or use of the Services or the Website. Our maximum aggregate liability to you for any damages arising from or related to this Offer is limited to the greater of (a) fifty dollars (US \$50) or (b) amounts you have paid to us under these Offer Terms and Conditions. The foregoing limitation of liability shall apply to the fullest extent permitted by law.

6.5. If you are located in the European Economic Area (EEA), Switzerland or the United Kingdom, these Offer Terms and Conditions are governed by the laws of the Republic of Ireland and jurisdiction and venue shall be Dublin, Ireland. If you are located within North America, South America or in a country other than in the EEA, Switzerland or the United Kingdom, these Offer Terms and Conditions are governed by the laws of the Commonwealth of Massachusetts, U.S.A. and jurisdiction and venue shall be the Commonwealth of Massachusetts. Governing law is without regard to any conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Offer Terms and Conditions.

6.6. WE MAY CHANGE THESE OFFER TERMS AND CONDITIONS FROM TIME TO TIME BY POSTING THE UPDATED OFFER TERMS AND CONDITIONS ON THE OFFER WEBSITE, WHERE YOU CAN REVIEW THE MOST CURRENT VERSION OF THESE OFFER TERMS AND CONDITIONS AT ANY TIME. THE REVISED OFFER TERMS AND CONDITIONS WILL BECOME EFFECTIVE IMMEDIATELY AFTER WE POST THE UPDATED TEXT ON THE OFFER 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 these Offer Terms and Conditions from time to time in our sole discretion. If any change to these Offer Terms and Conditions are not acceptable to you, you must not participate in the Offer.

6.7. IN ANY MATTER NOT COVERED BY THESE OFFER TERMS AND CONDITIONS THE PARTIES SHOULD REFER TO SEMRUSH TERMS OF SERVICE.