General Terms and Conditions Yoast B.V. and Yoast.com

1 Definitions

Agreement(s): Every agreement between Yoast and its Costumer(s).

Confidential Information: All information from the Customer that is recorded and marked as confidential or secret or the information that reasonably should be classified as confidential or secret considering the circumstances of the disclosure of the information to Yoast .

Costumer: Every person or company who enters into an agreement with Yoast.

General Terms: This document General Terms and Conditions Yoast B.V. and Yoast.com.

License: the right of the Costumer to receive updates and/or support from Yoast.

Parties: Yoast and the Costumer.

Product(s): All products offered and provided by Yoast, including but not limited to Yoast Wordpress Plug-Ins and Wordpress Themes

Service(s): All services offered and provided by Yoast, including but not limited to the Yoast SEO-services.

Yoast: The limited liability company Yoast B.V. organized and existing under the laws of the Netherlands, having its registered office in Wijchen (6602 GX), at the Don Emanuelstraat 3 (Chamber of Commerce number 50060481).

2 About Yoast

Yoast owns and operates the website Yoast.com, through which website Yoast offers its Products and Services to Costumers. Yoast sells Products and provides Services with the aim of developing and improving its Customers' websites (inter alia in the area of traceability, speed and efficiency).

3 Applicability

3.1 The General Terms apply to all use of the Yoast.com website, all offers by Yoast at Yoast.com and all Agreements.

3.2 The applicability of any general conditions from the Costumer are expressly rejected.

3.3 All Services and Products are offered subject to the acceptance by the Customer of this General Terms without modification of any of the terms and conditions contained herein and all other operating rules, Privacy Policy and procedures that may be published from time to time on Yoast.com.

3.4 In the event the Customer does not agree to all the General Terms and the Privacy Policy, the Costumer may not access Yoast.com nor use any of Yoast's Services or Products.

3.5 In the event one of the articles in this document General Terms appears to be void or declared void, all other terms/articles in these General Terms will remain valid. Yoast and the Customer will hold consultations in order to replace these void or voidable provision(s) with new provision(s).

4 Offers

4.1 All offers and other statements issued by Yoast shall be subject to contract, except where specified otherwise in writing by Yoast.

4.2 The Customer guarantees the accuracy and completeness of the information that it submits to Yoast and on which Yoast bases its offer.

4.3 The Customer shall at all time exercise the greatest possible care to ensure that the requirements that Yoast's services must meet are accurate and comprehensive.

4.4 The Agreement is concluded at the time that Yoast confirms the acceptance by the Customer of Yoast's offer.

5 Changes in the General Terms

5.1 Yoast reserves the right, at its sole discretion, to modify, change or replace any terms in these General Terms. If Yoast decides to modify, change or replace the General Terms, it will inform its Customer about it by email and will post the changes on Yoast.com.

5.2 If the Costumer continues the use of or access to the Products and Services following an amendment of the General Terms as mentioned in this article, this will constitute on acceptance of the amended General Terms.

6 Term of the Agreement

6.1 Unless Parties agree otherwise, the Agreement will have a duration of one (1) year.

6.2 The term of the Agreement shall be extended automatically for the duration of the originally agreed period unless the Customer or Yoast terminates the Agreement in writing with due observance of a notice period of three (3) months before the end of the relevant period.

7 Privacy

7.1 The Customer shall indemnify Yoast against any claims by individuals whose personal data is recorded or processed within the context of a register of personal data maintained by the Customer or for which the Customer is responsible pursuant to the law or otherwise, unless the Customer is able to demonstrate that the acts that form the basis of the claim are exclusively attributable to Yoast.

7.2 Responsibility for the data processed using the service provided by Yoast shall rest solely with the Customer. The Customer shall guarantee Yoast that the content, the use and/or the processing of the data is not unlawful and does not infringe the rights of third parties. The Customer shall indemnify Yoast against legal claims by thirds parties, of whatever nature, in relation to this data or the execution of the Agreement.

7.3 If the Agreement stipulates that Yoast is obliged to provide some form of information security, this security shall meet the specifications in respect of security agreed between the Parties in writing. Yoast shall not guarantee that the information security will be effective under all circumstances. If the Agreement does not include an explicit description of security measures, the security measures shall be of such a level that, having regard to the state of the art, the sensitivity of the data and the costs associated with the implementation of the security measures are not unreasonable.

7.4 If computer, data or telecommunications facilities are used during the execution of the Agreement or otherwise, Yoast shall be entitled to assign access or identification codes to the Customer. Yoast shall be entitled to change the access or identification codes assigned. The Customer shall treat the access and identification codes as confidential and with due care and shall only disclose these codes to authorised members of staff. Yoast shall under no circumstances be liable for any damage or costs arising from the use or misuse of access or identification codes, except where misuse was possible as a result of an act or omission on the part of Yoast.

8 General Representation

8.1 The Customer represents and warrants that its use of Yoast Products and Services will be in strict accordance with these General Terms, the Yoast Privacy Policy, the Agreement and all applicable law and regulations.

8.2 The Customer represents and warrants that its use of Yoast Products and Services will not infringe or misappropriate Yoast's licenses or intellectual property rights or third party rights.

8.3 The Customer warrants that no rights of third parties preclude the provision of a Product or a Service by Yoast.

8.4 The Customer warrants to refrain itself towards Yoast or third parties from any acts or omissions contrary to generally accepted standards such as:

a the use or distribution of spam, not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

b the distribution or maintenance of viruses, worms, malware, Trojan horses or other harmful or destructive content;

c the distribution or maintenance of pornographic content or content that contains threats or incite violence towards individuals or entities, or a violation of the privacy or publicity rights of any third party;

d the advertisement of content via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;

e the distribution or maintenance of misleading content.

8.5 The Customer will provide all assistance as reasonably desired by Yoast to the delivery and commissioning of the Products or Services.

8.6 In order to facilitate the proper execution of the Agreement by Yoast, the Customer shall at all times provide Yoast with all data or information that Yoast deems to be useful, necessary and desirable and to give its full cooperation in a timely manner. If the Customer deploys its own personnel and/or agents within the context of providing cooperation in the execution of the Agreement, these personnel and agents shall have the necessary knowledge, expertise and experience.

8.7 The Customer shall bear the risk of the selection, the use, the application and the management within its organization of the software, hardware, websites, data files and other products and materials and of the services to be provided by Yoast. The Customer itself shall arrange for the correct installation, assembly and commissioning and for the application of the correct settings to the hardware, software, websites, data files and other products and materials. The Customer is also responsible for training and use by employees or other users.

8.8 If the Customer fails to make the data, documents, hardware, software, materials or employees that Yoast deems useful, necessary or desirable for the purpose of executing the Agreement available to Yoast, to make these available in good time or in accordance with the Agreements, or if the Customer fails to meet its obligations in any other way, Yoast shall be entitled to suspend the execution of the Agreement in part or in full and shall also be entitled to invoice the resulting costs in accordance with its standard rates, without prejudice to Yoast's right to exercise any other statutory and/or agreed right.

8.9 If Yoast's employees are carrying out activities on the Customer's business premises, the Customer shall ensure that any facilities reasonably requested by these employees, such as a workspace containing computer, data and

telecommunication facilities, are provided free of charge. The workspace and facilities shall meet all statutory and other applicable requirements in relation to working conditions. The Customer shall indemnify Yoast against any claims by third parties, including Yoast's employees, who suffer injury in connection with the execution of the Agreement as a result of an act or omission on the part of the Customer or of unsafe situations within the Customer's organization.

8.10 If use is made of computer, data or telecommunication facilities, including the internet, during the execution of the Agreement, the Customer shall be responsible for selecting the correct resources required for this purpose and for ensuring that these are available in full and in a timely manner, with the exception of those facilities that fall under the direct use and management of Yoast. Yoast shall under no circumstances be liable for losses or costs arising as a result of transmission errors, breakdowns or the non-availability of these facilities, unless the Customer is able to demonstrate that these losses or costs are the result of intentional acts or deliberate recklessness on the part of Yoast's management.

9 Intellectual Property

9.1 All intellectual property rights to the software, websites, data files, hardware or other materials such as analyses, designs, documentation, reports, quotations and related preliminary material developed or made available to the Customer on the basis of the Agreement shall remain exclusively vested in Yoast, its licensors or its own suppliers. The Customer shall only acquire those rights of use that are explicitly granted in these General Terms and by law. Any rights of use granted to the Customer shall be non-exclusive, non-transferable to third parties and non-sublicensable.

9.2 The Customer shall not be permitted to remove or amend any details in relation to the confidential nature or in relation to copyrights, brand names, trade names or any other intellectual property right from the software, websites, data files, hardware or materials.

9.3 Even if the Agreement does not explicitly provide for such authority, Yoast shall be permitted to install technical provisions for the purpose of protecting the software, hardware, data files, websites and suchlike in relation to an agreed restriction on the content or the term of the right to use these objects. The Customer shall under no circumstances be permitted to remove or circumvent such technical provisions or to arrange for this to be carried out.

9.4 In the case the use of a Product or Service intellectual property rights arise on the part of the Customer, at Yoast's discretion, the Customer will give Yoast a worldwide, royalty free and non-exclusive license to use these intellectual property and reproduce, modify, adapt and publish the content solely for the purpose or transfer the intellectual property rights to Yoast. To the extent necessary the Customer will promptly cooperate and take such actions and execute such documents as necessary or desirable to effect such transfer of rights, including but not limited to, executing separate deeds of transfer.

10 Updates & Support/License

10.1 In the event the Agreement refers to the purchase of a Product as well as a License, the License will have a duration of one year. Unless the Parties agree otherwise, the License will consist of obtaining updates and support from Yoast. After one (1) year, the Customer must purchase a new License to retain the right to updates and support.

10.2 In the event the Agreement refers to the purchase of a Service as well as a License, the License will have a duration of six (6) weeks and the License will consist of obtaining support by Yoast. The six (6) week period commences on the day the Agreement is concluded (see Article 4.4 of these General Terms). After the aforementioned period the (rights with regard to the) License will expire. The Customer will have to purchase a new License to retain the right to support.

10.3 Yoast reserves the right to charge the Customer additional costs for maintenance fee if the terms as mentioned in 10.1 and 10.2 expire.

10.4 The Customer is not allowed to share or resell the License.

10.5 Without any liability to compensate the Customer Yoast reserves the right to disable updates and support in case of abuse and / or in the event the Customer is in violation of the preceding paragraph. This will not grant the Customer the right to a refund.

11   Prices and Payment

11.1 All prices are exclusive of VAT and other levies and any other additional costs. Except where agreed otherwise, all prices are in US Dollars and the Customer must effect all payments in US Dollars.

11.2 Payments will be charged immediately and will only be refundable under the refund policy in article 12.

11.3 Yoast accepts the following payment methods:
a Paypal
b Bank Transfer and
c (most) Credit Cards.

11.4 Yoast is entitled to adjust the price of a Product or Service, even after conclusion of the Agreement, if one of the price-determining factors changes without the liability to compensate the Customer.

11.5 The Customer is, under the provisions of the previous paragraph, not entitled to terminate the Agreement, unless the first agreed price is increased by more than 10%.

12   Refund Policy

12.1 For questions, concerns, problems or complains, the Customer can contact Yoast via Yoast.com.

12.2 Products can be returned within thirty (30) days after the Agreement has been concluded in which case Yoast will refund the full purchase price. The Customer can contact Yoast by replying to the purchase e- mail or through the contact form, with a clear explanation of why the Product is not to the satisfaction of Customer.

12.3 The right to a refund will expire after thirty (30) days after the Agreement has been concluded.

12.4 Article 12.2 and 12.3 shall not apply to Agreements relating the purchase of a Service.

12.5 In the event a Service does not meet its standards the Customer must contact Yoast via Yoast.com and explain why the Costumer is not satisfied with the Service. Yoast will consider the complaints of the Costumer, while it remains at Yoast's sole discretion to grant a refund.

12.6 If Yoast can not provide the Customer with the Service within two (2) months after the Agreement has been concluded, Yoast may cancel the Contract without any notification of default and without any liability to compensate the Customer. In the event of such a cancellation Yoast will provide the Costumer with a refund.

13 Delivery dates

13.1 All (delivery) periods and (delivery) dates agreed or specified by Yoast shall be established to the best of Yoast's knowledge on the basis of the information available to it at the time of entering into the Agreement. Interim (delivery) dates agreed between the parties or specified by Yoast shall in all cases be target dates, shall not have a binding effect on Yoast and shall in all cases be merely indicative.

13.2 Yoast shall make every reasonable effort to observe final (delivery) periods and final (delivery) dates wherever possible. Yoast shall not be bound by a (delivery) period or (delivery) date, final or otherwise, that can no longer be achieved as a result of circumstances outside of Yoast's control that occurred after the date on which the Agreement was concluded. Yoast shall also not be bound by a (delivery) date or (delivery) period, final or otherwise, if the parties have agreed on a change to the content or scope of the Agreement (additional work, change in specifications etc.) or a change in the approach to the execution of the Agreement. If there is a risk that a time period will be exceeded, Yoast shall consult with the Customer in order to discuss the implications of the overrun for the rest of the schedule.

13.3 The mere fact that a (delivery) period or (delivery) date, final or otherwise, specified by Yoast or agreed between the parties has been exceeded, shall not mean that Yoast is in default. In all cases – therefore also in the event that the parties have agreed a final (delivery) period or (delivery) date explicitly in writing – Yoast shall not be in default as a result of the fact that a delivery period or date has been exceeded until such time as the Customer has given written notice of default. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that Yoast has the opportunity to respond adequately.

13.4 If it is agreed that the fulfilment of the agreed work in stages, Yoast is entitled to postpone the commencement of the work to a further stage until the Customer has approved the results of the previous stage

14 Disclaimer

14.1 The Customer agrees to indemnify and hold harmless Yoast, its contractors, and its licensors (i.e. Wordpress and GPL), from and against any and all claims and expenses, including attorneys' fees, arising out of its use of Yoast Products and Services, including but not limited to a violation of the Agreement or these General Terms.

14.2 The Products and Services are provided "as is". Customer understands and agrees that its usage of the Products and Services are at its sole risk.

14.3 Yoast, its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

14.4 Neither Yoast nor its suppliers and licensors, make any warranties that the Products and Services will:
a   meet the Costumer requirements;
b   be error free; or
c   that access thereto will be continuous.

14.5 None of these General Terms or any of Yoast's expressions can be understood or construed as a guarantee for any specific result on any Product or Service.

15 Liability

15.1 Yoast is not liable for damage or loss caused as a result of any default in the fulfilment of its obligations towards the Customer or on any other ground.

15.2 If Yoast were to be held liable towards the Customer, Yoast would only be liable for direct damages or loss caused by acts on the part of Yoast. Yoast will never be liable for any indirect damages or loss such as resulting loss, loss due to delay, loss of profit, loss of savings, reduced goodwill, loss due to business interruption, loss as a result of claims from the Customer's clients, loss in connection with the use of items, materials or software provided by third parties and loss in connection with the engagement of secondary suppliers by Yoast on the Customer's instructions. The liability of Yoast due to the scrambling, destruction or loss of data or documents is also excluded.

15.3 Yoast's total liability for direct as damages is limited to the value of the Agreement which the liability follows from, with a maximum amount of $ 50,000.00 (fifty thousand Dollars). If the Agreement is essentially a continuing performance contract with a term of more than one year, the sum stipulated for the Agreement shall be set at the total fees (excl. VAT) stipulated for one year.

15.4 The exclusions and restrictions to Yoast's liability, as described in the preceding paragraphs, shall not affect the remaining exclusions and restrictions to Yoast's liability set out in this General Terms in any way.

15.5 The exclusions and restrictions referred to in in this article shall no longer apply if and in so far as the loss is the result of intentional acts or deliberate recklessness on the part of Yoast's management.

15.6 Except where performance by Yoast is permanently impossible, Yoast shall only be liable as a result of an attributable failure to perform an agreement if the Customer gives Yoast immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and Yoast still attributably fails to meet its obligations after this period. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that Yoast has the opportunity to respond adequately.

15.7 A condition for the existence of any right to compensation shall in all cases be that the Customer notifies Yoast in writing of the loss or damage as soon as possible after it occurs. Any claims for damages against Yoast shall expire by the mere passage of thirty (30) days from the date on which the claim arose.

15.8 The Customer shall indemnify Yoast against all claims by third parties due to (product) liability as a result of a fault in a product or system delivered by the Customer to a third party and that partly consisted of hardware, software or other materials provided by Yoast, unless and in so far as the Customer is able to demonstrate that the damage or loss was caused by this hardware, software or other materials.

15.9 The provisions of this article and all other restrictions and exclusions of liability referred to in these General Terms shall also apply in favour of all (legal) persons that Yoast engages to execute the Agreement.

16 Statement of non-disclosure

16.1 This article will apply if Yoast desires to disclose, examine or use Confidential Information.

16.2 Yoast undertakes to disclose, examine or use the Confidential Information only for the purpose and execution of the Agreement.

16.3 Yoast will keep the Confidential Information secure and the Confidential Information will not be disclosed to any third party, except to their employees and professional advisors.

16.4   Nothing in this article will prevent Yoast from disclosing Confidential
       Information as required to comply with applicable law and regulations and
       binding orders of governmental entities or regulatory authorities that have
       jurisdiction over it.

16.5   Confidential Information does not include information that:
       a   was in Yoast's possession before such Confidential Information was imparted
           by the Customer or is independently developed by any servant, agent or
           employee or otherwise developed on behalf of Yoast without access to or use or
           knowledge of the Confidential Information imparted by the Customer;
       b   is in or subsequently comes into the public domain;
       c   is received by Yoast without restriction on disclosure or use from a third party
           which third party has a lawful right to make such disclosure, or
       d   can be shown to have been independently developed by Yoast or on behalf of
           Yoast by means other than through his access to any Confidential Information.

16.6   The statement of non-disclosure as mentioned in this article will endure for as
       long as the Agreement endures.

17   Force Majeure

In the event of force majeure as intended in Section 6:75 of the Dutch Civil Code
[*Burgerlijk Wetboek*], Yoast is entitled to terminate the agreement wholly or partially,
or postpone the execution thereof without any liability to compensate the Customer.
Amongst other situations, force majeure shall include: (i) a situation of force majeure
encountered by Yoast's own suppliers, (ii) failure by secondary suppliers engaged
by Yoast on the Customer's instructions to duly meet their obligations, (iii) the
defectiveness of items, hardware, software or materials provided by third parties
that Yoast has been instructed to use by the Customer, (iv) government measures,
(v) electricity failure, (vi) faults affecting the internet, computer network or
telecommunication facilities, (vii) war, (viii) workload, (ix) strike action, (x) general
transport problems, (xi) the unavailability of one or more members of staff and/or
unforeseen consequences for putting into use an update or support action of (a Product
or Service from) Yoast

18   Termination

18.1   If the Customer fails to meet any obligation arising from the agreement(s)
       concluded with Yoast the General Terms or the Privacy Policy properly or in due
       time, if the Customer is bankrupt or bankruptcy has been filed for the Customer,
       if the Customer has been granted or applied for a suspension of payment, Yoast
       is, without any notification of default being required for this, entitled to suspend
       the execution of the agreement or to terminate the agreement without any
       liability to compensate the Customer and notwithstanding the rights accruing to
       Yoast, including the right to claim compensation from the Customer.

18.2   If the Customer has made a (down) payment and Yoast subsequently terminates
       the agreement, the Customer owes Yoast this down payment as a penalty,
       notwithstanding Yoast's entitlement to compensation.

18.3   The Customer is not entitled to terminate any Agreement with Yoast with the
       exception of the provisions in article 11.5.

18.4   In the event of a situation as mentioned in article 12.6 Yoast is entitled to
       terminate the Agreement without any notification of default and without any
       liability to compensate the Customer.

19 Applicable law

19.1 All Agreements, offers, or use of the Products and Services or the General Terms are governed by Dutch law. The applicability of the Convention for the International Sale of Goods (CISG) is excluded.

19.2 Any disputes that may arise between Yoast and the Customer on the basis of an agreement concluded between Yoast and the Customer or as a result of further agreements that arise from such an agreement, shall be brought before the District Court of Gelderland, location Arnhem, unless a different court is prescribed by law, in which case Yoast is authorized to bring the proceeding before the prescribed court.