

TERMS OF USE

TERMS AND CONDITIONS SEM MINER

TERMS OF USE

ACCEPTANCE OF TERMS

semminer.com is an internet services provider to its users and it is subject to the following Terms of Service ("TOS"), which may be updated by us without previous notification. Users can review the latest version of the TOS at any time on: <http://tool.semminer.com/Content/Condiciones.html>

Access to our website and the use of our services implies acceptance of our terms and conditions, which are indicated in this document. If you do not agree to these terms, do not use our services. Not fulfilling our service conditions will result in the termination of the services provision and the suspension of access to the web.

SERVICE DESCRIPTION

semminer.com provides users with an advertising analysis service. Users accept that the service may include certain communications from SEM Miner such as service announcements, administrative messages and system messages. Users also understand and agree that the service is provided "the way it is" and semminer.com assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or custom configurations.

Users are responsible for obtaining access to the service, such access may involve third party fees (such as costs from the Internet service provider or usage time charges). Users are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, users must provide and are responsible for all the equipment that is needed to access the service.

POLICY OF DOCUMENTATION AND ELECTRONIC COMMUNICATION

Users agree to receive our notifications, documents and other communications via online, either by using email or web services. They also accept the use of online billing and, unless specified otherwise, the use of regular billing.

REGISTRATION OBLIGATIONS

Users confirm that they have the legal age to form a binding contract and are not barred from receiving services under the Spanish laws or any other applicable jurisdiction. They also agree to: (a) provide true, accurate, current and complete information about themselves as prompted by the registration form of the service and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If they provide any information that is untrue, inaccurate, not current or incomplete, or which semminer.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, semminer.com has the right to suspend or terminate their account and refuse every current or future use of the service (whether partial or complete).

PRIVACY POLICY SEMMINER.COM

Any personal information that users can share with semminer.com is fully kept private. Names or any other information will not be sold or shared with any other company or organization. We collect no information about our users, except the details of their registration.

Credit card details

We do not collect any financial information about our users. We respect their privacy. We never sell, share or distribute contact information or other data to third parties except *paypal* and *paytv*, since they receive the payments.

Cookies sent on the first visit to *semminer.com*. A cookie is sent to their computer to identify the browser. A "cookie" is a small file containing a string of characters that is sent to the computer while visiting a website. We use cookies only to identify the session.

USER/CLIENT PRIVACY

As for the information and keywords added to the account, SEM Miner will not share user information or that of their corresponding trademarks with other advertisers, business partners, sponsors and other third parties under any circumstances. Nor will use it to their advantage to unfair competition. Data related to management and keywords used in the tool are considered to be owned and used privately by users for their studies.

Information security. We take appropriate security measures to protect against unauthorized access or alteration, disclosure or destruction of data. We restrict access to our users' personally identifiable information to employees who need to know that information to operate, develop or improve our services.

Users agree to comply with all applicable laws in Spain or the country where they reside.

SECURITY

Users are responsible for maintaining the confidentiality of their password and account and are fully responsible for all activities that occur using them. Users agree to immediately notify *semminer.com* of any unauthorized use of their password or account or any other violation of security. Miner SEM can not and will not be liable for any loss or damage arising from their failure to comply with these safety measures.

CONTENT

The service may provide, or third parties may provide, links to other websites. Since *semminer.com* has no control over these links, users accept that *semminer.com* is not responsible for the availability of such links or their content and does not endorse and is not responsible for any content, advertising, products or other materials on or available from such sites or resources. In addition, users acknowledge and agree that *semminer.com* is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use or reliance on any Content, goods or services available on or through any site or resource.

USER CONDUCT

Users acknowledge, understand and agree that *semminer.com* may access, preserve and disclose their account information and content if required to do so by law or in the belief and good faith that such preservation or disclosure is reasonably necessary to: comply with legal processes; enforce the TOS; respond to claims that any Content violates the rights of third parties; respond to your requests for customer service; or protect the rights, property or personal safety of *semminer.com*, its users and the public.

Users agree not to modify, alter, or to act outside the established use of the tool, through actions of code modification, JS injection, sql injection, modification of headers or any other method beyond the reasonable use and good faith of the web. Any indication of the use of these practices will lead to account suspension and if necessary, it will be reported to the authorities.

SERVICE MODIFICATIONS

SEM Miner reserves the right to modify or discontinue, temporarily or permanently, partially or completely, the service with or without notice at any time. Users agree that semminer.com is not liable to them or to any third party for any modification, suspension or discontinuance of service.

TERMINATION

Users agree that semminer.com may, under certain circumstances and without prior notice, immediately terminate their account and access to the service.

PROPERTY RIGHTS OF SEMMINER.COM

Users acknowledge and agree that the service and any necessary software used in connection with the services contain proprietary and confidential information that is protected by copyright and other laws. In addition, users acknowledge and agree that the content contained in sponsor advertisements or information presented through the service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by semminer.com or advertisers, users agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the service or the software, whether partially or complete.

Users agree not to access the service by any means other than through the interface that provides semminer.com for accessing the service. Any kind of automatic queries are restricted.

Users have to perform no more than 10 requests per second from 1 IP and no more than 10 requests for one user at a time.

By using this service, you consent semminer.com to use your name and/or logo as one of our customers in the semminer.com website and/or marketing material. If you do not consent it, kindly let us know through the following email address: info@semminer.com

WARRANTIES DISCLAIMER

USERS EXPRESSLY UNDERSTAND AND AGREE THAT:

USE OF THE SERVICE IS AT THEIR OWN RISK.

SEMMINER IS NOT RESPONSIBLE FOR THE USE OF THE INFORMATION PROVIDED, OR DAMAGES RESULTING FROM THE USE OR INTERPRETATION OF THEM AS WELL AS TO THE ACCURACY OR RELIABILITY, SINCE THESE DEPEND ON CONTEXT, AVAILABILITY AND OTHER DATA SOURCES, NOR FOR THE LOSS OF BENEFITS, DATA OR OTHER INTANGIBLE LOSSES.

GENERAL INFORMATION

Complete agreement. The TOS constitute the entire agreement between users and semminer.com and governs their use of the service, replacing any previous agreements between them and semminer.com with respect to services. Users may also be subject to additional terms and conditions that may apply when they use other semminer.com services.

Resignation and independence of conditions. The failure of semminer.com to exercise or enforce any right or provision of these TOS will not constitute a resignation of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction as invalid, the parties agree that the court should endeavor to interpret the intentions of the parties as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

Exemption of limitations. Users agree that regardless of any statute or law that is contrary, any claim or cause of action arising out of or relating to the use of the service or the TOS must be filed within one (1) year after such claim or cause of action or else it will be banned forever.

CANCELLATION POLICY

You can cancel your account and automatic monthly billing at any time you want, just contact us before you begin your renewal account. (The services already paid will not be refunded, unless prior agreement)

You can contact us by phone to get direct attention using the mobile number 644 469 690, by Skype *semminerbot* or by writing an email to customer service info@semminer.com.

TAX DATA

CIF: B87070876 or European CIF: ESB87070876 (International)

Address: c/ Electrodo 5, Planta 2, Oficina 2,

Rivas Vaciamadrid,

Madrid, Spain

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