

## IMPORTANT NOTICE - PLEASE READ CAREFULLY

These Terms and Conditions ("Agreement") constitute a legally binding contract between EzLinki Ltd ("EzLinki", "we", "us", or "our") and you, the individual or entity subscribing to or using the EzLinki service ("Customer", "you", or "your"). By installing the EzLinki WordPress plugin, creating an account, or accessing any part of the EzLinki service, you agree to be bound by this Agreement in full.

If you do not agree to these terms, you must not install or use EzLinki. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have authority to bind that entity.

## 1. Definitions

In this Agreement, the following terms have the meanings set out below:

- "Service" means the EzLinki software-as-a-service platform, including the WordPress plugin, AI-powered internal link suggestion engine, dashboard, and any associated documentation or support materials made available by EzLinki.
- "Subscription" means a paid plan granting access to the Service for a defined term.
- "Subscription Fee" means the recurring fee payable by the Customer in accordance with the applicable pricing plan.
- "Initial Term" means the minimum subscription period of twelve (12) months commencing on the date of the Customer's first payment.
- "Renewal Term" means each subsequent period of twelve (12) months following the Initial Term, unless terminated in accordance with Clause 6.
- "Plugin" means the EzLinki WordPress plugin software installed on the Customer's WordPress website.
- "Customer Data" means content, data, and information submitted to or processed by the Service, including website URLs, page content, and link data.

- "Link Suggestions" means AI-generated internal linking recommendations produced by the Service.
- "Intellectual Property Rights" means patents, rights to inventions, copyright, trade marks, trade secrets, database rights, and all other intellectual property rights.
- "UK GDPR" means the UK General Data Protection Regulation as retained in UK law by the European Union (Withdrawal) Act 2018.

## 2. The Service

### 2.1 Description

EzLinki provides an AI-powered internal linking tool for WordPress websites. The Service scans a Customer's WordPress site, identifies internal linking opportunities, and provides one-click link insertion functionality. EzLinki is provided on a software-as-a-service basis and is accessed via the Plugin.

### 2.2 Licence Grant

Subject to payment of the Subscription Fee and compliance with this Agreement, EzLinki grants the Customer a limited, non-exclusive, non-transferable, revocable licence to install and use the Plugin and access the Service solely for the Customer's own internal business purposes during the Subscription term.

### 2.3 Restrictions

The Customer must not:

- Sublicense, resell, transfer, or otherwise make the Service available to any third party;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Service or Plugin;
- Modify, adapt, or create derivative works based on the Service;
- Use the Service to develop a competing product or service;
- Remove or obscure any proprietary notices or labels on the Service;
- Use the Service in any manner that violates applicable law or regulation.

## 2.4 Compatibility

The Service is designed for use with WordPress websites. EzLinki makes no representation that the Service is compatible with all WordPress themes, plugins, builders, or hosting configurations. It is the Customer's responsibility to verify compatibility before subscribing.

## 2.5 Service Updates

EzLinki may at any time update, modify, add to, or remove features from the Service. EzLinki will endeavour to provide advance notice of material changes. Continued use of the Service following any update constitutes acceptance of the updated Service.

## 2.6 Third-Party Integrations

The Service may interact with third-party WordPress themes, page builders, and plugins. EzLinki does not warrant that the Service will function correctly with any particular third-party software, and EzLinki is not responsible for any incompatibility, conflict, or damage arising from such interactions.

## 3. Subscription, Billing, and Payment

### 3.1 Subscription Plans

Access to the Service is provided on a subscription basis. Details of available subscription plans, including features and pricing, are published on the EzLinki website at ezlinki.ai. EzLinki reserves the right to modify its pricing at any time, subject to providing no less than thirty (30) days' written notice to existing Customers before any price change takes effect.

### 3.2 Minimum Subscription Term

The Customer commits to a minimum Initial Term of twelve (12) months from the date of the first successful payment. The Customer acknowledges that the Initial Term represents a firm contractual commitment and that the Service cannot be cancelled during the Initial Term except as expressly provided in Clauses 3.5 or 12 of this Agreement.

### 3.3 Automatic Renewal

Upon expiry of the Initial Term, and each Renewal Term thereafter, the Subscription will automatically renew for a further twelve (12) months at the then-current Subscription Fee,

unless either party provides written notice of termination in accordance with Clause 6.1.

## 3.4 Payment

Subscription Fees are payable in advance. EzLinki will charge the Customer's nominated payment method on the date the Subscription commences and on each anniversary thereof. All fees are stated in British Pounds Sterling (GBP) unless otherwise indicated. The Customer authorises EzLinki to store and charge the nominated payment method accordingly.

## 3.5 Late or Failed Payment

If any payment is not received or is declined, EzLinki may: (a) suspend access to the Service with immediate effect; and/or (b) terminate the Agreement by giving the Customer seven (7) days' written notice if payment remains outstanding following suspension. Outstanding amounts will accrue interest at the rate of 8% per annum above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.

## 3.6 Taxes

All Subscription Fees are exclusive of value added tax (VAT) or any other applicable sales taxes, which will be added at the prevailing rate where applicable. The Customer is responsible for all applicable taxes in their jurisdiction.

## 3.7 No Refunds

Except as required by applicable law (including consumer rights legislation where applicable), all Subscription Fees are non-refundable. Partial-month periods will not be pro-rated or refunded upon cancellation.

## 4. Term and Termination

### 4.1 Initial Term

This Agreement commences on the date the Customer first makes a payment for the Service and continues for the Initial Term of twelve (12) months.

### 4.2 Renewal

At the end of the Initial Term, this Agreement will automatically renew for successive Renewal Terms of twelve (12) months each, unless terminated by either party in accordance with Clause 4.3.

### 4.3 Termination on Notice

Either party may terminate this Agreement at the end of the then-current term (Initial Term or any Renewal Term) by providing no less than thirty (30) days' written notice prior to the end of that term. Such notice must be given in writing to hello@ezlinki.ai or such other contact address as EzLinki may notify from time to time. Termination notices received fewer than thirty (30) days before the end of a term will take effect at the end of the following Renewal Term.

### 4.4 Termination for Cause

Either party may terminate this Agreement with immediate effect upon written notice if:

- The other party commits a material breach of this Agreement and (where such breach is remediable) fails to remedy that breach within fourteen (14) days of written notice requiring it to do so;
- The other party becomes insolvent, enters administration, liquidation, or any analogous proceedings; or
- The other party ceases to carry on business.

### 4.5 Effects of Termination

Upon termination or expiry of this Agreement:

- The Customer's right to access and use the Service and Plugin will cease immediately;
- Any outstanding Subscription Fees for the remainder of the then-current term remain payable in full;
- EzLinki will make Customer Data available for export for a period of thirty (30) days following termination, after which it may be permanently deleted;
- Clauses that by their nature should survive termination (including limitation of liability, indemnification, and governing law) will continue to apply.

## 5. Link Accuracy and AI Limitations

### 5.1 Nature of Link Suggestions

The Service uses artificial intelligence and machine learning algorithms to generate Link Suggestions. The Customer acknowledges that:

- Link Suggestions are generated automatically by AI and are provided for informational purposes only;
- EzLinki does not guarantee the accuracy, relevance, completeness, or suitability of any Link Suggestion;

- AI-generated suggestions may contain errors, inaccuracies, or recommendations that are not appropriate for the Customer's website or content strategy.

### 5.2 No Warranty on Link Accuracy

EzLinki expressly disclaims all warranties, express or implied, regarding the accuracy, appropriateness, or effectiveness of any Link Suggestion. THE CUSTOMER ACCEPTS AND USES ALL LINK SUGGESTIONS ENTIRELY AT THEIR OWN RISK.

### 5.3 Customer Responsibility for Links

The Customer is solely responsible for reviewing, approving, and implementing any Link Suggestions. EzLinki shall not be liable for:

- Any inaccurate, misleading, irrelevant, or broken links resulting from Link Suggestions that the Customer chose to accept;
- Any negative impact on SEO rankings, search engine indexation, or website traffic attributable to links added via the Service;
- Any damage to the Customer's reputation or business arising from links inserted at the Customer's direction;
- The linking of pages with incorrect, outdated, or unsuitable content;
- Any links pointing to pages that are later removed, modified, or made unavailable.

### 5.4 Broken Link Detection

While EzLinki includes functionality to detect and clean up broken links resulting from deleted or de-indexed pages, the Customer acknowledges that this functionality may not operate in real time and that temporary broken links may exist. EzLinki provides no guarantee that all broken links will be detected or corrected.

## 6. Plugin Installation and Site Damage

### 6.1 Installation Risk

The Customer acknowledges that the Plugin is software that interacts directly with the Customer's WordPress installation, database, and content. The installation and use of any WordPress plugin carries inherent risk, including but not limited to conflicts with other plugins, themes, or hosting environments.

### 6.2 No Liability for Site Damage

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EZLINKI SHALL NOT BE LIABLE FOR ANY DAMAGE, CORRUPTION, LOSS, OR DISRUPTION TO THE CUSTOMER'S WEBSITE, DATABASE, CONTENT, OR HOSTING ENVIRONMENT ARISING FROM OR IN CONNECTION WITH:

- The installation, activation, deactivation, update, or removal of the Plugin;
- Any conflict between the Plugin and other WordPress plugins, themes, page builders, or third-party software;
- Any modification of the Customer's website database, content, or files carried out by the Plugin in the performance of its intended functions;
- Any hosting environment incompatibility or server-side configuration that affects the Plugin's operation;
- Any website downtime, errors, or performance degradation attributable to the Plugin;
- Any data loss arising from Plugin operations, including the removal or modification of links;
- Any security vulnerabilities introduced as a result of using the Plugin.

### 6.3 Customer Responsibility to Back Up

THE CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING ADEQUATE AND CURRENT BACKUPS OF THEIR WEBSITE, DATABASE, AND ALL ASSOCIATED DATA BEFORE INSTALLING OR UPDATING THE PLUGIN AND AT ALL TIMES DURING THE SUBSCRIPTION. EzLinki strongly recommends the Customer maintains daily backups and tests restores regularly. EzLinki will not be responsible for any inability to recover data where adequate backups were not maintained.

### 6.4 Hosting Environment

EzLinki does not guarantee that the Plugin will function correctly on all hosting providers, server configurations, or WordPress versions. It is the Customer's responsibility to ensure their hosting environment meets the Plugin's minimum technical requirements as published on the EzLinki website.

## 7. Limitation of Liability

### 7.1 Exclusion of Consequential Loss

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EZLINKI, ITS DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR:

- Loss of profits, revenue, or anticipated savings;
- Loss of business, contracts, or commercial opportunities;
- Loss of data or database corruption;
- Damage to reputation or goodwill;
- Loss of SEO ranking or organic search traffic;
- Any indirect, incidental, special, punitive, or consequential loss or damage;

WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF EZLINKI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

### 7.2 Cap on Liability

Subject to Clause 7.3, EzLinki's aggregate liability to the Customer arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the total Subscription Fees paid by the Customer in the twelve (12) months immediately preceding the event giving rise to the claim.

### 7.3 Exceptions

Nothing in this Agreement limits or excludes either party's liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Any other liability that cannot be excluded or limited by applicable law.

### 7.4 Consumer Rights

Nothing in this Agreement affects any statutory rights you may have as a consumer under applicable UK consumer protection legislation.

## 8. Warranties and Disclaimers

### 8.1 EzLinki Warranties

EzLinki warrants that:

- It has the right to enter into this Agreement and grant the licences herein;
- The Service will be provided with reasonable skill and care;

- EzLinki will use industry-standard technical and organisational measures to maintain the security of the Service.

## 8.2 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE SERVICE AND PLUGIN ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. EZLINKI EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED OR ERROR-FREE OPERATION.

EZLINKI DOES NOT WARRANT THAT:

- The Service will meet the Customer's requirements or expectations;
- The Service will be available at all times without interruption;
- Any errors or defects in the Service will be corrected;
- The Service will improve the Customer's SEO rankings or website traffic;
- Link Suggestions will be accurate, complete, or appropriate.

## 9. Customer Obligations

### 9.1 Account Security

The Customer is responsible for maintaining the confidentiality of their account credentials. EzLinki shall not be liable for any loss or damage arising from unauthorised access to the Customer's account.

### 9.2 Acceptable Use

The Customer agrees not to:

- Use the Service in any manner that violates applicable law, regulation, or third-party rights;
- Attempt to gain unauthorised access to EzLinki's systems or networks;
- Transmit viruses, malware, or harmful code through the Service;
- Use the Service to process or store content that is defamatory, offensive, or unlawful;
- Use the Service to infringe the intellectual property rights of any third party.

### 9.3 Accurate Information

The Customer agrees to provide accurate and complete registration information and to keep such information current throughout the term of this Agreement.

## 9.4 Compliance with WordPress Terms

The Customer is responsible for ensuring their use of the Plugin complies with WordPress.org's terms and the terms of any other third-party software with which the Plugin interacts.

## 10. Intellectual Property

### 10.1 EzLinki IP

All Intellectual Property Rights in the Service, Plugin, website, documentation, and all technology, algorithms, and processes underlying the Service are and shall remain the exclusive property of EzLinki or its licensors. Nothing in this Agreement transfers any such rights to the Customer.

### 10.2 Customer Data

The Customer retains all rights in Customer Data. The Customer grants EzLinki a limited, non-exclusive licence to use Customer Data solely to the extent necessary to provide the Service. EzLinki will not use Customer Data for any other purpose without the Customer's consent.

### 10.3 Feedback

If the Customer provides EzLinki with feedback, suggestions, or ideas regarding the Service, the Customer grants EzLinki a perpetual, worldwide, royalty-free licence to use such feedback for any purpose, including improvement of the Service.

## 11. Data Protection and Privacy

### 11.1 Compliance

Both parties will comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018.

### 11.2 EzLinki as Data Processor

To the extent EzLinki processes personal data on behalf of the Customer in the course of providing the Service, EzLinki will act as a data processor and the Customer will act as data controller. EzLinki will process such personal data only in accordance with the Customer's

documented instructions and as set out in EzLinki's Privacy Policy.

### 11.3 Privacy Policy

EzLinki's Privacy Policy, available at [ezlinki.ai/privacy](https://ezlinki.ai/privacy), sets out how EzLinki collects, uses, and protects personal data. The Privacy Policy is incorporated into this Agreement by reference.

### 11.4 Security

EzLinki will implement appropriate technical and organisational measures to protect personal data against unauthorised access, loss, or destruction.

## 12. Confidentiality

Each party agrees to keep confidential all non-public information disclosed by the other party in connection with this Agreement that is designated as confidential or that reasonably should be understood to be confidential. Each party will use the other party's confidential information solely to perform its obligations or exercise its rights under this Agreement, and will not disclose it to any third party without prior written consent, except as required by law.

## 13. Indemnification

The Customer agrees to indemnify, defend, and hold harmless EzLinki and its directors, employees, and agents from and against any claims, damages, losses, costs (including reasonable legal fees), and liabilities arising out of or related to:

- The Customer's breach of this Agreement;
- The Customer's use of the Service in violation of any applicable law;
- Any content published or linked on the Customer's website via the Service;
- Any claim by a third party arising from the Customer's use of the Service.

## 14. Service Availability and Maintenance

### 14.1 Uptime

EzLinki will endeavour to make the Service available 24 hours a day, seven days a week, subject to planned maintenance and circumstances beyond EzLinki's reasonable control. EzLinki does not guarantee any specific

level of uptime and provides no service level agreement unless separately agreed in writing.

### 14.2 Maintenance

EzLinki may take the Service offline temporarily for maintenance, upgrades, or emergency repairs. EzLinki will endeavour to carry out planned maintenance during off-peak hours and will provide reasonable advance notice where practicable.

### 14.3 Force Majeure

EzLinki will not be in breach of this Agreement or liable for any failure or delay in performance arising from circumstances beyond EzLinki's reasonable control, including acts of God, network failures, denial of service attacks, pandemics, or government action.

## 15. Changes to These Terms

EzLinki may amend these Terms and Conditions from time to time. Where changes are material, EzLinki will provide at least thirty (30) days' written notice to the Customer before the changes take effect. The Customer's continued use of the Service after the notice period constitutes acceptance of the amended terms. If the Customer does not accept the amendments, they may terminate the Agreement in accordance with Clause 4.3.

## 16. Governing Law and Dispute Resolution

### 16.1 Governing Law

This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

### 16.2 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

### 16.3 Dispute Resolution

In the event of a dispute, the parties will first attempt to resolve the matter informally by good faith negotiation for a period of thirty (30) days before initiating formal legal proceedings.

## 17. General Provisions

### **17.1 Entire Agreement**

This Agreement, together with the EzLinki Privacy Policy and any applicable Order Form or invoice, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, representations, and understandings.

Email: [hello@ezlinki.ai](mailto:hello@ezlinki.ai)

Website: <https://ezlinki.ai>

Country of Incorporation: England and Wales, United Kingdom

### **17.2 Severability**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

### **17.3 Waiver**

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that right.

### **17.4 Assignment**

The Customer may not assign or transfer any rights or obligations under this Agreement without EzLinki's prior written consent. EzLinki may assign this Agreement to any successor entity in the event of a merger, acquisition, or sale of substantially all of its assets.

### **17.5 Notices**

Notices under this Agreement must be in writing and delivered by email. Notices to EzLinki should be sent to [hello@ezlinki.ai](mailto:hello@ezlinki.ai). Notices to the Customer will be sent to the email address registered with the account. Notices are effective upon delivery confirmation.

### **17.6 Relationship of Parties**

Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the parties.

### **17.7 Third-Party Rights**

This Agreement does not confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999.

## **18. Contact Information**

For questions about these Terms and Conditions, to give notices, or to contact EzLinki:

**EzLinki Ltd**