

Surface Rank

Terms of Service

Effective Date: April 29, 2026

Last Updated: April 29, 2026

These Terms of Service govern your access to and use of the Surface Rank platform, including our website at surfacerank.com, client analytics portals, GEO audit reports, and all related services (collectively, the "Services"). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you may not use the Services.

1. About Surface Rank

Surface Rank is a Generative Engine Optimisation (GEO) and Answer Engine Optimisation (AEO) platform that helps businesses monitor, attribute, and optimise their content for AI-powered search engines, including ChatGPT, Perplexity, Google AI Overviews, Claude, Bing Copilot, and other AI answer engines. Our Services include AI traffic attribution, citation monitoring, content gap analysis, GEO audit reports, client analytics portals, and AI crawler management.

2. Eligibility and Account Registration

You must be at least 18 years of age and have the legal authority to enter into a binding agreement to use the Services. If you are using the Services on behalf of a company or organisation, you represent and warrant that you have authority to bind that entity to these Terms.

To access certain features, you may be required to create an account. You agree to provide accurate, current, and complete information during registration and to keep that information updated. You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You must notify us immediately at jay@surfacerank.com if you suspect any unauthorised use of your account.

3. Services and Plans

Surface Rank offers services on a subscription or engagement basis, which may include month-to-month plans, fixed-term engagements, and one-time audit deliverables. The specific features, data access, and

deliverables available to you depend on your selected plan.

3.1 Onboarding and Setup

Upon onboarding, Surface Rank will provide an edge script for installation on your website. You are responsible for correctly implementing any tracking code or configuration provided. Surface Rank is not liable for inaccurate data resulting from incorrect implementation.

3.2 Client Analytics Portals

Where included in your plan, Surface Rank may provision a white-labelled, read-only client analytics portal. These portals are provided for your internal use and authorised client reporting only. You may not resell access to these portals as a standalone product without a separate written agreement with Surface Rank.

3.3 GEO Audit Reports

GEO audit reports are delivered as branded PDF documents. Reports reflect an analysis of your website at the time of audit and are informational in nature. Surface Rank does not guarantee specific outcomes, rankings, citation frequency, or AI search performance as a result of implementing audit recommendations.

4. Fees, Billing, and Cancellation

Fees for the Services are set out in your order form, onboarding agreement, or as otherwise communicated to you in writing. All fees are quoted in USD unless stated otherwise.

4.1 Subscription Billing

Subscription fees are billed in advance on a monthly or annual basis, as applicable. Payment is due at the start of each billing period. Surface Rank reserves the right to suspend or terminate access to the Services if payment is not received within 7 days of the due date.

4.2 Cancellation

Month-to-month subscriptions may be cancelled at any time with no less than 7 days' written notice prior to the next billing date. Cancellation takes effect at the end of the current billing period. Surface Rank does not provide refunds for partial billing periods, except where required by applicable law.

4.3 Price Changes

Surface Rank reserves the right to modify its pricing at any time. We will provide at least 30 days' notice of any price changes for active subscribers. Continued use of the Services after the effective date of a price change constitutes your acceptance of the new pricing.

5. Acceptable Use

You agree to use the Services only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Services to violate any applicable law, regulation, or third-party rights;
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of any part of the platform;
- Scrape, crawl, or extract data from the Services through automated means not authorised by Surface Rank;
- Introduce malicious code, viruses, or any software intended to harm or interfere with the Services;
- Circumvent or attempt to bypass any access controls, authentication mechanisms, or security features;
- Use the Services to provide competing GEO or AEO services to third parties without a written reseller agreement;
- Misrepresent your affiliation with any person or entity, or otherwise engage in fraudulent activity;
- Share your login credentials with unauthorised users or allow multiple users to share a single account.

Surface Rank reserves the right to suspend or terminate your account without notice if you breach any of the above provisions.

6. Intellectual Property

6.1 Surface Rank IP

All rights, title, and interest in and to the Services, including the platform, software, algorithms, dashboard interfaces, scoring methodologies, audit report templates, and all related intellectual property, are owned exclusively by Surface Rank or its licensors. Nothing in these Terms grants you any ownership rights in the Services.

6.2 Your Data and Content

You retain all rights to the data and content you provide to Surface Rank in connection with the Services ("Customer Data"). You grant Surface Rank a limited, non-exclusive, royalty-free licence to access, process, and use your Customer Data solely to provide the Services to you. Surface Rank will not sell your Customer Data to third parties.

6.3 Feedback

If you provide Surface Rank with feedback, suggestions, or ideas regarding the Services, you grant Surface Rank a perpetual, irrevocable, royalty-free licence to use such feedback for any purpose without obligation to you.

7. Confidentiality

Each party may receive confidential information from the other in connection with the Services.

"Confidential Information" means any non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential. Each party agrees to hold the other's Confidential Information in strict confidence, to use it only for the purposes of these Terms, and not to disclose it to third parties without the prior written consent of the disclosing party, except as required by law.

8. Data Privacy

Surface Rank collects and processes personal data in connection with the Services as described in our Privacy Policy, available at surfacerank.com/privacy. The Privacy Policy is incorporated into these Terms by reference. By using the Services, you consent to our collection and use of data as described in the Privacy Policy.

For customers subject to the EU General Data Protection Regulation (GDPR) or similar data protection laws, a Data Processing Agreement (DPA) may be required. Please contact us at jay@surfacerank.com to request a DPA.

9. Third-Party Services

The Services may integrate with or rely upon third-party platforms and data sources, including AI search engines (ChatGPT, Perplexity, Google AI Overviews, and others), CDN providers, and analytics infrastructure. Surface Rank does not control these third-party services and is not responsible for their availability, accuracy, or changes to their APIs, crawler behaviour, or terms of service. Changes made by third-party AI platforms may affect the accuracy or availability of certain Service features, and Surface Rank will not be liable for any resulting degradation.

10. Disclaimers and No Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, SURFACE RANK DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Surface Rank does not warrant that: (a) the Services will be uninterrupted, error-free, or secure; (b) any data, scores, or reports will be accurate, complete, or up to date; (c) use of the Services will result in improved AI search rankings, citations, or traffic; or (d) any particular AI engine will index, cite, or surface your content.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SURFACE RANK, ITS DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS,

LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICES, EVEN IF SURFACE RANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL SURFACE RANK'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THESE TERMS EXCEED THE TOTAL FEES PAID BY YOU TO SURFACE RANK IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Indemnification

You agree to indemnify, defend, and hold harmless Surface Rank and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with: (a) your use of the Services; (b) your breach of these Terms; (c) your violation of any applicable law or third-party rights; or (d) any Customer Data you provide to Surface Rank.

13. Modifications to the Services and Terms

Surface Rank reserves the right to modify, suspend, or discontinue any part of the Services at any time, with or without notice. We also reserve the right to update these Terms at any time. When we make material changes, we will notify you by email or by posting a notice within the platform. Your continued use of the Services after the effective date of any modification constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the Services.

14. Term and Termination

These Terms remain in effect for as long as you use the Services. Either party may terminate the agreement at any time in accordance with the cancellation provisions in Section 4.2. Surface Rank may terminate or suspend your access immediately, without prior notice, if you breach any provision of these Terms or if required to do so by law.

Upon termination, your right to access and use the Services will cease immediately. Sections 6 (Intellectual Property), 7 (Confidentiality), 10 (Disclaimers), 11 (Limitation of Liability), 12 (Indemnification), and 16 (Governing Law) shall survive termination.

15. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law provisions. Any dispute arising out of or relating to these Terms or the Services shall first be subject to good faith negotiation between the parties. If a dispute cannot be resolved through negotiation within 30 days, it shall be resolved by binding arbitration administered in accordance with the rules of the American Arbitration Association (AAA), conducted in English.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm. Nothing in this section limits either party's right to seek emergency relief.

16. General Provisions

16.1 Entire Agreement

These Terms, together with the Privacy Policy and any order form or written agreement between you and Surface Rank, constitute the entire agreement between the parties and supersede all prior communications, representations, or agreements.

16.2 Severability

If any provision of these Terms is found to be unenforceable, 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.

16.3 Waiver

Surface Rank's failure to enforce any right or provision of these Terms will not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of Surface Rank.

16.4 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without Surface Rank's prior written consent. Surface Rank may assign these Terms or any of its rights hereunder without restriction.

16.5 Force Majeure

Surface Rank will not be liable for any failure or delay in performance resulting from circumstances beyond its reasonable control, including but not limited to acts of God, internet outages, third-party platform changes, or government actions.

16.6 No Agency

Nothing in these Terms creates any agency, partnership, joint venture, or employment relationship between the parties.

17. Contact

If you have any questions about these Terms, please contact us at:

Surface Rank

Email: jay@surfacerank.com

Website: surfacerank.com

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