Glassdoor Services Terms

Revised: October 5, 2015

These Glassdoor Services Terms (the “Services Terms”), when referenced in a Sales Order (the “Order”), are entered into by you and Glassdoor, Inc. (“Glassdoor,” “we” or “us”). These Services Terms, the Order subject to these Terms are collectively referred to as the “Agreement.”

“You” means the Customer listed in the Order, and, where applicable, any agency or other authorized party acting on your behalf, which shall also be bound by the Services Terms. “Services” mean the services listed in the Order. “Site” means Glassdoor’s websites and applications, and the websites of our network partners. Capitalized terms used in this Agreement and not defined in the Terms have the same meanings specified in the Order.

1. Term and Termination. The term (“Term”) of this Agreement begins on the date you execute your initial Order and continues until the expiration or termination of all Services subject to these Terms. Either party may terminate this Agreement for cause (a) upon thirty (30) days written notice to the other of a material breach if the breach remains uncured at the end of the thirty (30) day period, or (b) immediately upon notice if the other becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If you terminate this Agreement for cause, we will refund any prepaid fees for the unused portion of terminated Services on a pro-rata basis. If we terminate this Agreement for cause, you agree to pay any unpaid fees covering the remainder of the Term. In no event will any termination relieve you of the obligation to pay any fees payable for the period prior to the effective date of termination. (Because pricing is based on your commitment for the full duration of the Term, (1) we cannot agree to termination for convenience for the Services and (2) we cannot agree to waive your payment obligations if we are forced to terminate the Agreement for cause.)

Subscription Services (as defined in the Order) are subject to the following auto-renewal terms. Glassdoor will send you a renewal notice at least sixty (60) days before the date a Subscription Service is set to expire (the “Renewal Date”). The renewal notice will reflect a renewal period of the lesser of (a) the same duration as the then-current service period or (b) one (1) year; and any applicable price changes for your service tier. Subscription Services will automatically renew on terms stated in the renewal notice unless you notify us of your intent not to renew by sending an email to renewals@glassdoor.com at least thirty (30) days before the Renewal Date. We will send the renewal notice to the contact email listed in the Order unless you notify us to use another email contact with your account. If we have your credit card number on file, your card will be charged during the renewal period in accordance with the billing terms set forth in the applicable Order.

2. Payment & Taxes. Payment terms are stated in the Order. Except as otherwise provided in this Agreement, payment obligations are non-cancelable and all fees paid are non-refundable. If any payment not subject to good faith dispute is thirty (30) or more days past due as of the end of the payment period specified in the Order, we may charge the lesser of one-percent (1%) per day or the maximum rate allowable by law for such late payments and suspend the Services immediately until your payment is brought current, without waiving or prejudicing any other rights or remedies available to us. Glassdoor’s fees exclude, and you will be responsible for taxes and similar charges, including sales, usage, excise, and ad-valorem taxes.

3. Additional Terms for Certain Services.

(a) “Pay-for-Performance” products are delivered through ad campaigns optimized for search results based on the client’s job priorities. Campaigns are designed by you and Glassdoor working together. The goal of the campaigns is to utilize the total budget within the specified duration. Nonetheless, the budget is fully earned at the end of the duration. (Job Ads and Display Ads are examples of Pay-for-Performance products).

(b) Job Slot sponsored products are delivered through ad campaigns designed by Glassdoor with your input to cause sponsored jobs to appear higher in search results than organic job ads.

4. Submission of Your Content. From time to time, you may submit or approve certain content (“Your Content”) for inclusion on the Site for display and use in accordance with this Agreement and Glassdoor’s Terms of Use (available from a link on the homepage of glassdoor.com) (the “Terms of Use”). Your Content includes, as applicable, content for your employer profile, job postings, advertisements, your employer responses to user-submitted reviews, and any other materials you may provide to the Site. You understand that you are solely responsible for Your Content. We
reserve the right to reject or remove any of Your Content that, in our sole discretion, does not comply with our Terms of Use or that may violate any applicable law. (We require the ability to exercise this right without prior notice, if we deem it necessary, because we cannot agree to continue to host objectionable or illegal content on our Site during a notice and discussion period with you. If we remove any of Your Content pursuant to this right, we will promptly contact you to coordinate a resolution.) In the event of a conflict between this Agreement and the Terms of Use, the terms of this Agreement will prevail.

5. User-Generated Content. Glassdoor hosts user-generated content (“UGC”) submitted by our members. UGC includes salaries, company reviews, interview reviews, company photos, and other materials. We moderate all UGC using the same standard of review and you will not receive preferential treatment because you are a client of Glassdoor. You understand that our application of Glassdoor policies to UGC moderation and our decision whether or not to remove UGC is within our sole discretion and cannot constitute a violation of this Agreement. (This provision embodies Glassdoor’s mission to provide a neutral platform for job seekers to engage in candid discussion of the workplace and is non-negotiable.)

6. Ownership; Marks. "Marks" means a party’s trademarks, service marks and logos. This Agreement conveys no intellectual property or other ownership rights in a party’s Marks or content, the Site, or the Services. You grant us a fully paid-up, non-exclusive, worldwide license to use, reproduce and distribute your Marks and Your Content on the Site.

7. Confidentiality. Each party will keep the specific terms of this Agreement confidential and not disclose them to any third party (other than to its professional advisors and/or affiliates on a confidential basis) without the consent of the other party or parties, except as required by law. (Additional confidentiality language is not included in this section, and we do not typically agree to separate non-disclosure agreements with our clients, because we do not anticipate receiving any confidential information from you in connection with the Services: the only content we expect to receive from you is Your Content intended for public display on the Site.)

8. Force Majeure; Changes to Site. Excluding payment obligations, no party will be liable for delay or default in the performance of their respective obligations if the delay or default is caused by conditions beyond their reasonable control (a “Force Majeure Event”). If a Force Majeure Event continues for five (5) business days, you may cancel the remainder of any affected Services under the Order and we will refund any prepaid fees for the unused portion of cancelled Services on a pro-rata basis. We reserve the right to reasonably manage, modify, or discontinue any portion or feature of the Site, at our sole discretion, at any time, for any or no reason. While Site modification is a customary function of websites that strive to develop and improve their services, if our modification of the Site results in the discontinuation of any Services you’ve purchased, we will refund any prepaid fees for the unused portion of discontinued Services on a pro-rata basis.


(a) Mutual. Each party represents and warrants that (i) it has all necessary rights and authority to execute and perform hereunder, including the Order, and (ii) it will comply with all applicable laws, ordinances, regulations, and codes with respect to its use or provision of the Services.

(b) By You. You will maintain complete and accurate billing and contact information with Glassdoor. In the case of an agency or other party acting on behalf of the Customer, you represent and warrant that you have the authority to bind the Customer to this Agreement and that all your actions related to the Agreement will be within the scope of such agency.

(c) By Glassdoor. We will use commercially reasonable efforts to keep the Site available, but we do not warrant that access to the Site will be uninterrupted or available at all times. Use of the Services is at your sole discretion. Except as otherwise stated in the Order, where applicable: (a) reporting will be based on Glassdoor’s numbers and (b) we disclaim all guarantees regarding positioning, levels, quality, or timing of (i) costs-per-click, (ii) click-through rates, (iii) usage statistics for any Services; (iv) availability and/or delivery of any impressions on any Display Ads, and (v) the adjacency or placement of Display Ads.

Except as expressly stated in this Agreement, and to the extent permitted by applicable law, the Services are provided “as-is” and “as available” and Glassdoor makes no warranty of any kind (express, implied, or statutory) with respect to the Services, and all such warranties, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement (except as covered in Section 11), are hereby expressly disclaimed by Glassdoor. You acknowledge that Glassdoor has not represented or warranted that the Services will be uninterrupted, error-free or without delay, or that all errors will be promptly corrected. You understand
that third parties may generate impressions or clicks on your ads for prohibited or improper purposes, and you accept
the risk of any such impressions and clicks.

10. Limitation of Liability.

Notwithstanding anything to the contrary contained in this Agreement, except with a respect to a party's
indemnification obligations hereunder, (i) no party will be liable to another party or any third party for any indirect,
special, incidental, punitive or consequential damages arising out of this Agreement or the use or the inability to use
the Services under any theory of liability and even if they have been advised of or should have foreseen the
possibility of such damages; and (ii) each party’s maximum liability arising out of or in connection with this Agreement
or any Site will not exceed the amount payable by you to Glassdoor during the Term of the Agreement. These
limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

11. Indemnification; Infringement. Each of us (each, an “Indemnifying Party”) will indemnify, defend and hold
harmless the other (the “Indemnified Party”) from and against any and all damages, liabilities, costs and expense
(including reasonable attorneys’ fees) resulting from any claim, demand, judgment, or proceeding (collectively,
“Claims”) brought by a third party either arising out of or relating to (a) a material breach by the Indemnifying Party of
this Agreement, or (b) content (including, software) the Indemnifying Party authorizes or provides for use on the Site.
(Because you are solely responsible for Your Content, and we are solely responsible for the software and Services
we provide, we require that indemnity obligations be mutual in order to appropriately allocate the risk between the
parties.)

The Indemnified Party will promptly notify the Indemnifying Party of any Claim for which it seeks indemnification,
provided that failure or delay in providing such notice will not relieve Indemnifying Party of any obligation to indemnify
and defend the Indemnified Party, except to the extent that the failure or delay prejudices the defense of any such
Claim.

Glassdoor’s indemnification obligations above include our agreement to indemnify, defend and hold you harmless
from third-party Claims arising from allegations that the Services we provide, as used by you within the scope of this
Agreement, infringe the intellectual property rights of any third party. In addition, if any part of the Services are held,
or, in our sole opinion, may be held, to constitute an infringement, we, at our option and expense, may either (i)
modify the Services so they become non-infringing, or (ii) replace the Services with functionally equivalent, non-
infringing services reasonably acceptable to you. If neither of these options is commercially practicable, we will
discontinue the Services and provide you a pro-rata refund of applicable fees. (For the purposes of this section,
“infringement” includes misappropriation of trade secrets.)

This Section 11 (including indemnification obligations) states the parties’ entire liability and obligation, and exclusive
remedies, with respect to any alleged or actual infringement of a third party’s trademarks, patents, trade secrets,
copyrights, or other similar intellectual property rights by or relating to the Services.


(a) Relationships of Parties, Third Parties. The parties are independent contractors. Nothing in this Agreement is
intended, nor will be deemed, to confer rights or remedies upon any third party.

(b) Assignment, Acknowledgement. No party may assign this Agreement without prior written consent of each non-
assigning party; except that consent will not be required for assignment (i) to an assignee that acquires substantially
all of a party’s stock, assets or business, or (ii) to a party controlling, controlled by or under common control with the
assigning party; provided that in the event of any such assignment by you, Glassdoor will only be obligated to perform
the Services for the entity or business unit named in the Order. (We add this last caveat because pricing for the
services we offer is based partly on entity size and any services we would provide directly to an acquiring parent
company would likely be subject to a higher pricing tier). This Agreement will be binding upon and inure to the benefit
of the parties and their respective permitted successors, and assigns.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the
subject matter of the Order and supersedes all previous communications, representations, understandings, and
agreements, either oral or written, between the parties with respect to its subject matter. The Order may be executed
by handwritten, facsimile, digital or electronic signature. Your Order may provide for additional purchases to be made
by email agreement between the parties. Any such additional purchases will be subject to these Services Terms.
(d) **Conflicts, Amendment, Survival and Waiver.** In the event of any conflict or inconsistency between the Order and these Terms, terms stated in the signed Order will prevail. No modification of these Services Terms will be binding unless set forth in either (a) the Order we submit to you that you sign, or (b) a writing signed by authorized representatives of both parties. (For the avoidance of doubt, modifications to these Services Terms in email agreements for additional purchases will not be binding on the parties). If any provision of these Services Terms is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies under this Agreement are cumulative. Provisions of this Agreement which by their nature would apply after termination will survive termination. The waiver of a breach of any provision under this Agreement by any party will not be deemed to be a waiver of any preceding or subsequent breach, nor will any waiver constitute a continuing waiver.

(e) **Anti-Corruption.** You agree that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Glassdoor’s employees, agents or subcontractors in connection with this Agreement. You will use reasonable efforts to promptly notify Glassdoor at legal@glassdoor.com should you learn of any violation of this restriction.

(f) **Governing Law, Dispute Resolution.** This Agreement will be construed and enforced in all respects in accordance with the laws of the State of California (USA), without giving effect to conflicts of law principles. If you are not headquartered or incorporated in North America, you agree that any dispute, controversy or claim arising under, out of or relating to this Agreement, will be finally determined by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce applicable to commercial disputes by a single arbitrator who is (a) fluent in written and spoken English, the language governing this Agreement, and (b) skilled and experienced with internet services. The place of such arbitration will be in San Francisco, California, U.S.A. The judgment of the arbitrator will be final, non-appealable (to the extent not inconsistent with applicable law) and binding upon the parties, and may be entered in any court of competent jurisdiction. The foregoing does not limit or restrict either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

(g) **Notice.** Except as specifically provided elsewhere in this Agreement, any notice required to be delivered under this Agreement will be effective upon delivery as follows: (a) if to you, (i) when sent via email to the email address specified in the Order or otherwise on record for you, or (ii) when delivered via overnight courier or registered mail, return receipt requested, to the address specified in the Order; and (b) if to Glassdoor, (i) when sent via email to legal@glassdoor.com, or (ii) when delivered via overnight courier or registered mail, return receipt requested, to the following address: Glassdoor, Inc., 100 Shoreline Highway, Building A, Mill Valley, CA 94941. Any such notice, in either case, must specifically reference that it is a notice given under this Agreement.