



## Glassdoor Services Terms

*Revised: December 1, 2016*

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 and the Order subject to these Services 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 these Services Terms. “**Services**” mean the services listed in the Order. Capitalized terms used in this Agreement and not defined in these Services Terms have the meanings specified in the Order.

**1. Term and Termination.** The term (“**Term**”) of this Agreement begins on the Effective Date of your initial Order and continues until the expiration or termination of all Services subject to these Services 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 or any similar proceeding under the laws of the jurisdiction in which you do business. 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 for Subscription Services). 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 this 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 service period stated on the expiring Order 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](mailto: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 amounts are in US dollars, 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 month or the maximum rate allowable by any applicable 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 do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with your purchase of Services. If we have the legal obligation to pay or collect Taxes for which you are responsible under this section, Glassdoor will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For the avoidance of doubt, Glassdoor is solely responsible for taxes assessable against it based on our income, property and employees.

### **3. Additional Terms for Certain Services.**

(a) Cost-per-click (CPC) Services. These Services are delivered through ad campaigns optimized for search results based on your priorities. 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 service period. (Job Ads are examples of such Services).

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

**4. Terms of Use & Your Content.** From time to time, you may submit or approve content (“**Your Content**”) for inclusion on the Platform for display and use in accordance with this Agreement and the terms of use of the Platform property applicable to a Service (the “**Terms of Use**”). If you have not already agreed to Glassdoor’s Terms of Use by previously creating an Employer Account, you hereby agree to the Glassdoor Terms of Use (available at <https://www.glassdoor.com/about/terms.htm>) applicable to all Glassdoor-branded properties on the Platform. If you also purchase Services for display on [lovemondays.com.br](https://www.lovemondays.com.br), you hereby agree to Love Monday’s terms of use (available at <https://www.lovemondays.com.br/termos-de-uso>). In the event a conflict exists between any of the terms of this Agreement and the applicable Terms of Use, the terms of this Agreement will prevail to the extent of that inconsistency.

Your Content includes, as applicable, content for your employer profile, job postings, advertisements and any other materials you may provide to the Platform in connection with the Services. You understand and agree 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 the applicable 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 Platform during a notice and discussion period with you. If we remove any of Your Content pursuant to this right, we will endeavor to promptly contact you to coordinate a resolution.)

**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 is not subject to, 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 hereby grant us a royalty-free, non-exclusive, worldwide license to use, reproduce and distribute your Marks and Your Content on the Platform and as otherwise required to provide the Services to you.

**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 any applicable 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 Platform.)

**8. Force Majeure & Changes to the Platform.** 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 for Subscription Services).

We reserve the right to reasonably manage, modify, or discontinue any portion or feature of the Platform, at our sole discretion, at any time, for any or no reason. While Platform modification is a customary function of internet platforms that strive to develop and improve their services, if our modification of the Platform 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 for Subscription Services).

#### **9. Representations and Warranties.**

(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 this Agreement will be within the scope of such agency. If you are a staffing or recruitment agency and intend to post job advertisements under the logos or brands of other employers, you represent and warrant that you have authority to do so and understand and agree that we may require separate confirmation of such authority.

(c) By Glassdoor. We will use commercially reasonable efforts to keep the Platform available, but we do not warrant that access to the Platform 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 greatest extent permitted by applicable law, the Platform and Services are provided "as-is" and "as available" and Glassdoor makes no representation, warranty, covenant or guarantee of any kind (express, implied, or statutory) with respect to the Platform and 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 and agree that Glassdoor has not represented or warranted that the Platform or Services will be uninterrupted, error-free or without delay, or that all errors will be promptly corrected. You understand and agree 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/or 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 and to the greatest extent permitted under applicable law, (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 Platform or 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 Platform or Service will not exceed the amount payable by you to Glassdoor during the Term of this Agreement. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

**11. Indemnification; Infringement.** To the extent permitted by law, 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 Platform. (Because you are solely responsible for Your Content, and we are solely responsible for the software and Services we provide, we require that these 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 the 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 such 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 refund of applicable prepaid fees for the unused portion of the discontinued Services (on a pro-rata basis for Subscription Services). (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 Platform or Services.

## 12. Miscellaneous Provisions.

(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 a conflict exists between any of the terms of a signed Order and these Services Terms, then the terms stated in the Order will prevail to the extent of that inconsistency. 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 by a court of competent jurisdiction, 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](mailto: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 arbiter 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 express 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](mailto:legal@glassdoor.com), or (ii) when delivered via express courier or registered mail, return receipt requested, to the following address: Glassdoor, Inc., 100 Shoreline Highway, Building A, Mill Valley, CA 94941, U.S.A. Any such notice, in either case, must specifically reference that it is a notice given under this Agreement.