

**BAZAARVOICE, INC.  
BRAND EDGE TERMS OF USE**

LAST UPDATED – AUGUST 31, 2017

You accept and agree to be bound by the terms and conditions in the Brand Edge Terms of Use ("Agreement"). These Brand Edge Terms of Use govern your relationship with Bazaarvoice, Inc. ("**Bazaarvoice**") as it pertains to your use of the Brand Edge Service. This Agreement operates as an Addendum to the Master Agreement, or similar-type document, that governs your relationship with Bazaarvoice. Each party represents and warrants that it has read and understands all of the provisions of this Agreement. You must accept this Agreement before you can receive any Services (as defined, below). If you are entering this Agreement on behalf of a company or other legal entity, you represent and warrant that you have authority to bind such entity to this Agreement, in which case the terms "you" or "your" refer to such entity.

**1. SERVICES**

1.1 Provision of Services. Subject to the terms and conditions of this Agreement, including without limitation your payment of all of the fees due, Bazaarvoice will make commercially reasonable efforts to collect reviews on your behalf through the emails you provide, or the sampling campaigns you run, and display them on specified retailer site(s). Bazaarvoice will provide the services through the Bazaarvoice platform ("**Services**").

1.2 Legacy Content. Bazaarvoice does not accept the import of content collected prior to this Agreement.

**2. PROPRIETARY RIGHTS**

2.2 User Generated Content. All information submitted by your end users via the Bazaarvoice Services, including actively submitted content and associated transactional information (e.g. date/time stamp) ("**User Generated Content**" or "**UGC**"), as between you and Bazaarvoice, is owned by Bazaarvoice. Bazaarvoice will use UGC as necessary to provide you the Services.

2.3 Personally Identifiable Information. Bazaarvoice may collect the following types of data submitted by an end user through the provision of the Services to you: email address, name, phone number, address ("**Personally Identifiable Information**" or "**PII**"). As between Bazaarvoice and you, you own any PII collected from your end users through the Services. You grant Bazaarvoice a limited, non-exclusive, royalty-free, irrevocable, world-wide license to use and disclose PII as necessary to provide and improve the Service. Further, PII will be moderated in accordance with the agreed-upon moderation guidelines.

**3. FEES, USAGE AND BILLING**

3.1 Fees. By accepting this Agreement and providing or designating a payment method, you authorize Bazaarvoice to charge you a recurring subscription fee at the agreed upon frequency and rate. Bazaarvoice reserves the right to adjust pricing at any time. Bazaarvoice will provide you with notice prior to any change in pricing. If you do not agree to the change in pricing, you may terminate in accordance with Section 3.6. All fees are shown, and must be paid, in U.S. dollars. Fees exclude all taxes, if applicable. You are responsible for any taxes that you are obligated to pay or that Bazaarvoice may collect from you in connection with your use of the Service. The billing address you provide during registration will be used to determine if purchase is subject to taxation.

3.2 Billing Cycle. Subscription fees will be billed in advance. Bazaarvoice will automatically bill you on the calendar day corresponding to the date on which you first commenced payment. Subscription fees are fully earned upon payment. If your subscription fee began on a day not contained in a given month, then Bazaarvoice may bill you on a day in the applicable month or such other day as we deem appropriate (e.g., if you are regularly billed on the 31st, then we may bill you on the 28th or 30th of the calendar months that do not have 31 days).

3.3 SUBSCRIPTION. BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOUR SUBSCRIPTION HAS AN INITIAL AND RECURRING PAYMENT FEATURE AND YOU ACCEPT RESPONSIBILITY FOR ALL RECURRING CHARGES PRIOR TO CANCELLATION. YOUR SUBSCRIPTION WILL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS, AT THE THEN-CURRENT SUBSCRIPTION RATE. TO AVOID A SUBSCRIPTION RENEWAL YOU MUST TERMINATE IN ACCORDANCE WITH SECTION 3.6 AT LEAST 48 HOURS PRIOR TO YOUR NEXT SCHEDULED RENEWAL DATE FOR MONTHLY SUBSCRIPTIONS, AND AT LEAST 30 BUSINESS DAYS PRIOR TO YOUR NEXT SCHEDULED RENEWAL DATE FOR ANNUAL SUBSCRIPTIONS TO AVOID CHARGE. IF YOU CANCEL YOUR SUBSCRIPTION, YOU WILL NOT BE ELIGIBLE FOR A PRORATED REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN-CURRENT SUBSCRIPTION PERIOD. WE RESERVE THE RIGHT TO REVOKE YOUR SUBSCRIPTION AT ANY TIME.

3.4 Free Trials. Your subscription may start with a free trial. The free trial period will last for one month, or as otherwise specified during sign-up. We will begin billing at the end of the free trial period.

3.5 Usage. Your use of this service is subject to the usage limitations, including limitations on page views and retailer syndication, tied to your subscription plan. Bazaarvoice may limit or discontinue Services if Bazaarvoice determines that your usage extends beyond the limits of your subscription.

**bazaarvoice:**

3.6 Termination. You may terminate this Agreement at any time with or without cause, but you will NOT be entitled to a refund for unrendered pre-paid Services. For monthly subscriptions, visit the Plan Page and click the Billing Page link. On the billing page, click the Cancel Subscription link. For annual subscriptions, visit the Plan Page and the click Contact Us link. Your account will remain active until the end of the current subscription period.