



**Effective: May 9, 2022, Version 3.5.**

Welcome to Verified Reviews! These Client Terms of Service (these “**Terms**”), including the Mandatory Arbitration Provisions, provide the terms and conditions under which Net Reviews LLC (“**Net Reviews**”) permits your use of the Verified Reviews services as described herein and on the [Verified Reviews web site](#) (collectively, the “**Service**”). Please review these Terms carefully.

# I - Content of the Client Terms of Service

## 1 - These Terms are a Contract

These Terms are a contract between Net Reviews and the business or organization that completes the process of registering for a client account and becomes enabled to utilize the Service (the “**Client**”), as described in more detail below. (Note that we will sometimes refer to Net Reviews in these Terms as “we,” “us” or “our” and to our Client as “you” or “your”.) When you commence a trial or paid subscription, the individual acting on behalf of Client is representing to Net Reviews that such individual has the necessary authority to enter into these Terms and legally bind Client, so please ensure that representation is true before proceeding.

These Terms include not only the contractual terms set forth herein, but also include (i) each order form or other written offline agreement that may be entered into between Client and Net Reviews by the execution by an authorized officer thereof (an “**Order Form**”), (ii) all operating rules, policies and guidelines that are referred to herein or that may otherwise be published by Net Reviews on its websites (collectively, the “**Guidelines**”), and (iii) the provisions of our [Privacy Policy](#), all of which are incorporated as part of these Terms. You acknowledge and agree to be legally bound by these Terms, as they may be modified from time to time by Net Reviews, by accessing or continuing to use the Service.

Please note that each individual who uses the Service on behalf of a Client also must agree to be bound by our User Requirements, which provides additional contract terms governing each individual’s access and use of the Service.

## 2 - Privacy Policy

All information Net Reviews obtains from you or a Consumer in connection with your use of the Service will be treated according to the provisions of our [Privacy Policy](#), which is incorporated as part of these Terms. Your use of the Service indicates your acknowledgement and acceptance that the information you provide to us will be governed by such Privacy Policy, as it may be updated from time to time.

## 3 - Initiating the Service

### 3.1. Obtaining a Subscription

Each Client must obtain a subscription to access and use the Verified Reviews Service. A subscription may be procured through the Service interface at our web site or, in some cases, via an Order Form entered into by Client and Net Reviews. Each subscription is for a specified term and the pricing for Client’s selection will vary, as described below.

### 3.2. Communicating through the Service

Client determines how to initiate and setup Verified Reviews in its online environment. Client may elect to install a software module in its systems that interoperates with most e-commerce platforms, or take advantage of Verified Reviews’ API to enable integration between Client’s and Verified Reviews’ systems. While we provide guidance and resources for Client to utilize in connection with the initiation, Client bears sole responsibility for the correct installation and integration of its systems with Verified



Reviews. Client may also elect to securely transmit information relating to its products, services, and customer interactions through another mutually acceptable mode of transmission to us.

Client may use the Service to solicit Client's customers (we call "**Consumers**") and collect from the Consumers their opinions about Client's products, services, support and other experiences, or any other action on which feedback can be given (which we collectively refer to as "**Reviews**"). Client may also engage in a conversation with its Consumers through use of the Service.

### 3.3. Client's "Back Office"

Subscriptions commence upon the earlier of your subscription for the Service or when we make available a specific "Back Office" accessible to you and your Authorized Users who may log-in with your specific username and password (the "**Back Office**"). You are responsible for ensuring all Client-related information in the Back Office is accurate and complete. The Back Office provides access to a variety of Client account information, Consumer information, and all Reviews and associated communications, as well as a variety of tools made available by Net Reviews to enable Client to utilize the Service (including Service – related statistics) for which it has obtained a subscription. Client shall ensure that its log-in credentials are secured and shall be solely responsible with respect to actions taken by anyone accessing the Back Office using Client's credentials, including, without limitation, any compromise or disclosure of personal information of Consumers that may have been obtained or divulged via Client's Back Office. Client must inform Net Reviews immediately if they suspect any disclosure of any Authorized User's credentials or any improper access of the Back Office, so that Net Reviews may take appropriate measures to remedy said security breach. Net Reviews reserves the right to suspend access to the Back Office at any time and without prior notice in order to prevent or mitigate any suspected improper access to or use of the Back Office.

### 3.4. Widgets

Client may also obtain graphical widgets to display on the pages of Client's website containing Client's overall rating based upon aggregate Reviews in conjunction with the Verified Reviews logo (a "**Widget**"). Client may obtain a fixed Widget that is integrated into Client's visual style guide, in which case Client is solely and entirely responsible for the choice, integration and display of such Widget, in which event we shall not have any responsibility if the visual representation of the Widget on Client's website differs from that created and made available by Verified Reviews. Client may elect to obtain a floating Widget with Verified Reviews' style guide that Client shall not modify.

## 4 - Using the Service

### 4.1. User Management

Client determines which individuals within Client's organization are authorized to use the Service under Client's account to access and take actions in the Back Office (each such user being an "**Authorized User**"). For example, you may provision or deprovision access for individual Authorized Users of the Service, manage the solicitation, collection and publication of Reviews and the communications with Consumers, and enable or disable the publication of Reviews on third-party web sites or services. Client shall ensure that it disables publication of Reviews if it does not want Reviews available to the public. Client is responsible for (i) informing Authorized Users of all Client policies and practices that are relevant to their use of the Service and of any settings that may impact the processing of Reviews and (ii) ensuring all Authorized Users comply with these Terms, including the User Requirements.

### 4.2. Consumer and Service Management

Client determines the manner in which to use the Service to solicit Consumer participation in providing Reviews, whether the Reviews are publicly available, and the nature of Consumer communications that may be accessed, communicated, and published using the Service. Client also determines

whether to enable the display of aggregate ratings and links for Consumer Reviews on third-party search engines and other services with which Net Reviews has business relationships. Client agrees that, having made such determinations, it shall utilize the Service to request Reviews from all of its Consumers who purchase any products or services from Client during the term of its Service subscription.

Client is responsible for obtaining all rights, permissions, and consents from Consumers that are necessary to legally share Consumer information with us, and to grant the rights and licenses in these Terms that we rely upon in order to communicate with the Consumer and provide the Service. Without limiting the foregoing, your privacy policy and/or Consumer contract applicable to your interactions with Consumers must clearly and conspicuously disclose that you and third-party partners (such as us) may: (i) collect, use, and disclose Consumer personal information for the purpose of communicating with the Consumer using any contact information the Consumer may provide, (ii) use pixels and cookies to determine whether the Consumer responds to such communications and interacts with web sites which may display the Reviews from time to time, and (iii) use and publish information collected from the Consumer, and provide such information to other third parties for use and publication, for the purpose of promoting Client products and services, and the Service. We strongly recommend you review these requirements with your legal counsel to ensure that such disclosures comply with the laws applicable to you and the manner in which you use our Service. Notwithstanding the foregoing, we reserve the right to provide similar disclosures, and obtain similar consents and permissions, through direct communications with your Consumers.

### 4.3. Review Collection

In order to enable us to collect Reviews, Client must provide us with the Consumer data we require to create and send out invitations to Consumers to provide a Review. We will attempt to contact and request each Consumer for whom we receive contact information from Client to provide a Review, utilizing email provided by Client. The Consumer will be prompted to provide a Review concerning their purchase of a product or service from Client, or any other interactions they may have had with Client, which we will collect within the Service. Client's delivery of Consumer information to us (including, without limitation, via the Net Reviews API), constitutes Client's warranty that it has obtained all necessary permission and consents from the Consumer to allow us to process the Consumer's data as required in order to deliver the Service that Client requests, and that the use of such data by us to deliver the Service, including the publication and distribution of Consumer information and the Reviews, shall not breach any applicable laws related to data privacy or rights of publicity. Client shall indemnify and hold Net Reviews harmless from and against any and all claims arising from or relating to Client's failure to secure such legally binding consents from Consumers.

### 4.4. Processing Reviews

Upon receipt of a Review, the Service applies certain automatic machine-based filters, and in some cases human review, to attempt to prevent publication of any personal information, content that would be illegal, or would otherwise violate the applicable Guidelines for use of the Service we establish from time to time. Please see [Appendix 1](#) for our discussion of the moderation process. However, Net Reviews shall not be liable, and Client hereby waives any rights to recover any damages or other compensation from Net Reviews, on account of any Consumer Reviews published by the Service.

### 4.5. Communicating with Consumers

Client may use the Service to respond to Consumers and their Reviews, including providing thanks for a Review, answering questions and addressing complaints, presenting your version of the facts (with the possibility of attaching supporting information), and indicating any changes made to a product or service since the Review was submitted. Consumers will generally have the opportunity to also respond to Client. If Client has elected to have such Consumer communications publicly available, such election shall apply to all such communications (subject to non-publication or removal due to a legal concern or failure to comply with our applicable guidelines).

Client shall be solely responsible for its communications with Consumers utilizing the Service, and shall comply with all laws and regulations applicable to such communications including, without



limitation, the CAN-SPAM Act of 2003 (as amended), and all obligations with respect to the retention and updating of unsubscribe records, and timely fulfilling all unsubscribe requests. Without limiting the foregoing, Client shall ensure that any communications through the Service with any Consumer or other person shall not be of a commercial nature (as defined in the CAN-SPAM Act), and shall indemnify and hold Net Reviews harmless from and against any and all claims arising from or relating to Client's unlawful communications with Consumers, including, without limitation, such communications made utilizing the Service.

#### **4.6. Displaying Reviews**

In addition to utilizing Widgets on Client's chosen web site, or otherwise publishing Reviews, Client may also elect to enable the Service to provide Reviews and related information for publication on third party sites, including Internet search engines with which Net Reviews will collaborate for the purpose of such publications, from time to time (collectively, "**Third Party Sites**"). Client acknowledges that Third Party Sites control the insertion of Review information (including overall rating, number of stars and the number of Reviews gathered), and that under no circumstances will Net Reviews be responsible for the actions or omissions of the Third Party Sites. For the avoidance of doubt, Net Reviews makes no representation and gives no warranty in relation to any actions or omissions of Third Party Sites. However, we do take seriously the performance or any failure in performance by any third party and, should we become aware of such a failure, we will take commercially reasonable efforts to correct such third party's performance. Client may download copies of all Client Reviews at any time during the term of its subscription for the Service and is advised that Net Reviews will only retain a Consumer name in connection with a Review for a period of 18 months, after which the Review will be anonymized and Client will no longer have the opportunity to obtain the Consumer name in association with such Review; instead the Review shall be from "Anonymous."

#### **4.7. Availability**

Net Reviews will endeavor to make the Service available 24 hours a day, 7 days a week, excluding such periods when the Service may be unavailable due to necessary maintenance, updates or other factors, and unanticipated downtime. We anticipate that Service unavailability will be infrequent and of limited duration and should we know that there will be any extended unavailability, we will use reasonable efforts to provide advance notice to you. However, Net Reviews does not offer any guaranty or warranty that the Service will be available at all times, or that it will continue to be offered indefinitely.

#### **4.8. Changes**

You are advised that Net Reviews may elect to modify the Service from time to time, including modifications to the Service's functionality and substance. In addition, your purchase of a particular subscription to the Service does not entitle you to use any other service we may offer that requires an additional payment or contract terms, including future enhanced or similar versions of the service that may replace the service you have paid to use. Net Reviews may make these modifications and cease offering the Service from time to time, in its discretion.

### **5 - Working with Third Parties**

Net Reviews utilizes various skilled third-parties ("**Service Providers**") to provide technical or other services relating to all or part of our fulfillment of the Service, and you hereby agree that such involvement by these Service Providers is acceptable. Please see our [Privacy Policy](#) to understand the extent to which any third-party may have access to Client or Consumer information.

### **6 - Protecting Client and Consumer Information**



The protection of Client and Consumer information in the Service is a top priority for us so we will maintain administrative, physical, and technical safeguards designed to prevent unauthorized access, use, modification, deletion and disclosure of Client and Consumer information by our personnel. We will endeavor to only share Client and Consumer information in accordance with our [Privacy Policy](#), and only with third parties that maintain, at a minimum, reasonable data practices for maintaining the confidentiality and security of Client and Consumer information and preventing unauthorized access. However, Client acknowledges and agrees that Client and not Net Reviews bears sole responsibility for adequate security, protection and backup of Client and Consumer information in the possession or control of Client or its third-party service providers (including Client's and such third-parties' personnel and other representatives or agents), or when Client chooses to use unencrypted gateways (e.g., IRC/XMPP clients) to connect to the Service.

## 7 - Payment Terms

### 7.1. Pricing

All subscriptions must be paid for in advance, and you must pay the amount we specify for the applicable Service package. Payment obligations are non-cancelable and, except as expressly stated in these Terms, fees shall be paid in US Dollars and are non-refundable. If we agree to invoice Client, full payment must be received within one (1) week after receipt.

Client will be solely responsible for selecting a Service package based upon its anticipated volume of Consumer reviews to be processed by the Service, and any ancillary features Client wishes to obtain. Certain Service pricing may include additional charges for any volume of Reviews that exceeds a monthly maximum, in which event Client shall be charged for such additional Reviews. Net Reviews shall not be liable for any inaccurate forecasting or Service package selection made by Client that results in such additional charges. Client may obtain an invoice reflecting its fees and other charges in Client's Back Office.

Fees are stated exclusive of 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 (collectively, "**Taxes**"). You will be responsible for paying all Taxes associated with your purchases, except for those taxes based on Net Reviews' net income.

Our Service prices do not include any third-party fees you incur in connection with using the Service including, without limitation, fees charged by your Internet access provider, any wireless carrier charges for cellular or data services and any other third-party services with which you may use the Service; you are responsible for selecting and managing these other services, and paying the fees for such services.

### 7.2. Service Terms and Autorenewal

Unless an Order Form or Client's agreement with Net Reviews provides otherwise, all subscriptions will be for either a one-year term or three-months term. A one-year term shall automatically renew (without the need to go through the Service-interface "check-out" or execute a renewal Order Form) for additional terms of the same length of time. A three-months term shall automatically renew (without the need to go through the Service-interface "check-out" or execute a renewal Order Form) for additional terms of one month. The Service package pricing during any automatic renewal term will remain the same as it was during the immediately prior term unless we notify you prior to the end of the term of a price increase. (See "[Price Changes](#)" below for information regarding price increases.) Either you or we may notify the other by email to [accounting@verified-reviews.com](mailto:accounting@verified-reviews.com) of non-renewal at least thirty (30) days before the end of a subscription term to stop the subscription from automatically renewing.

### 7.3. Payment Methods

Net Reviews accepts certain debit and credit cards, and may also accept payment by bank transfer for certain Service packages (each, an "**Accepted Payment Method**"), subject to the procedures and rules contained in these Terms and any applicable contract with the Accepted Payment Method. Accepted Payment Methods may vary by country or by certain features of the Service and may change from time to time. When you purchase with an Accepted Payment Method, the fees for your Service will be billed on or near the date of your purchase. You agree that we may process your

Accepted Payment Method on each monthly, annual, or other renewal term (based on the applicable subscription term), on or near the calendar day corresponding to the commencement of your Service subscription, as applicable. See "[Cancellation](#)" below for information on how to cancel a Service subscription.

In order to facilitate the charging and payment for your subscription, you agree that we have permission to retain and/or share with financial institutions and payment processing firms (including any institutions or firms we retain in the future) information regarding your purchase and your submitted payment information in order to process your payment, and to use the email address submitted by you to provide you with notices and disclosures relating to renewals and recurring charges. See below for information describing what you must do to change your Accepted Payment Method.

## 7.4. Price Changes

We may change the price of any Service from time to time, and add new fees and charges for certain features or to reflect a change in business or legal rules, but we will provide you with advance notice of changes in recurring subscription fees. Any increase in charges for the same Service would not apply until the expiration of your then current subscription term, unless otherwise specifically provided in our notice to you, and would become effective no sooner than the next time you would be charged for that Service. If you are a monthly subscriber, Net Reviews will not increase your subscription fees more frequently than once each twelve (12) months and by not more than five percent (5%). If you do not agree to pay the new price or other applicable charges, you may elect not to renew the Service subscription before the price change goes into effect, which cancellation would be effective at the expiration of your then current subscription term. See "[Cancellation](#)" below for information on how to cancel a Paid Service subscription.

## 7.5. Paying our Payment Processor

When you purchase the Service, you are granting Net Reviews the irrevocable right and permission with respect to such purchase to provide your personal data and payment information to any third-party payment processor we contract with (such as Braintree; Shopify or PayPal and/or one of its financial service providers) on your behalf, and to grant such firm(s) (and/or one of their respective financial service providers) the rights to collect, use, retain, and disclose such data and information. In addition, you authorize Net Reviews to (i) obtain and verify your identity as necessary to complete financial transactions, and (ii) determine your eligibility and authority to complete such purchase. Please note that your obligation for payment to, and relationship with, such payment processor is a contractual matter between you and such third-party; Net Reviews is not a party to, or responsible on account of, such contract. While we select our payment processors carefully and enter into detailed agreements imposing performance obligations (including confidentiality) on them, we cannot and do not guarantee their performance.

## 7.6. Changes to Payment Methods and Account Information

You are responsible for ensuring that your account information, including your email address and all payment information (address, debit or credit card number and expiration date), is accurate and up to date. You may change this information at any time by accessing your Back Office and making the changes or by contacting us by email at [accounting@verified-reviews.com](mailto:accounting@verified-reviews.com). If you have any difficulty making any change to the payment method, you must notify us by contacting us by email at [accounting@verified-reviews.com](mailto:accounting@verified-reviews.com) and demonstrating to our satisfaction your authority to change the payment method used for the Service.

If your credit card expires or the information is otherwise invalid, or you or another party controlling the payment method make changes to your billing account too close in time to when we charge for the Service subscription (so we cannot reasonably act on your changes prior to billing), we will probably not be aware of this, and we will bill the current charges to the card we had on record; the continuation of your Service subscription constitutes your authorization for us to do so, and you remain responsible for any uncollected amounts and any charges incurred by you or us as a result of billing to an invalid card.

## 7.7. Cancellation of a Service Subscription

You may elect to cancel your Service at any time and, except as otherwise provided in these Terms, such cancellation will be effective as of the end of the then-current subscription term and no refund of any prepaid fees will be provided to you. If you desire to cancel your subscription for the Service, you must notify us by contacting us by email at [accounting@verified-reviews.com](mailto:accounting@verified-reviews.com) and demonstrating to our satisfaction your authority to cancel Client's subscription. If you are using the Service during any trial period without charge, you must cancel the Service prior to the end of the trial period in order to avoid incurring the charges for the a paid subscription for the Service.

If you are the authorized legal representative for a legal entity that has been formally dissolved or otherwise ceased to be authorized to act for its own account (without opportunity for revival), and you wish to cancel a Service subscription for such Client, you must notify us by email at [accounting@verified-reviews.com](mailto:accounting@verified-reviews.com) and demonstrate to our satisfaction your authority to act on behalf of Client and request cancellation of the Service. We will cancel the Service subscription if you demonstrate to our satisfaction your legal authority to act and be legally responsible for such Client and your ability to validate the details of the payment method used for such Service subscription. We may cancel any Service subscription you have purchased if you fail to pay the applicable subscription fees and any applicable Taxes in full and in a timely manner according to these Terms or any agreement with a payment processor. A failure to pay occurs in any situation where Net Reviews has not received timely payment, including where any credit card issuer or payer bank refuses to transmit the funds that are then due, or the payment processor you have contracted with notifies us of your failure to pay. We may, in our discretion, elect not to cancel a Service subscription immediately for non-payment, in which case you will continue to be responsible for the fees due for the duration of the applicable subscription. In addition, if you fail to pay for the Service, we may elect to suspend your rights to use the Service. We will endeavor to provide you notice promptly after any failure to make a payment to us in full and on time, but we are not obligated to do so.

## 7.8. Costs of Collection; Credit Card Chargebacks

In addition to the published fees for the Service, you agree to pay any reasonable costs we incur to collect any unpaid or past due amounts, including reasonable attorneys' fees and other associated costs. Delinquent payments will bear interest at the rate of 1% per month or the highest rate permitted under applicable law, whichever is less, from the payment due date until paid in full.

If you purchase a Service subscription with a credit card and then subsequently request your credit card issuer to reverse that payment, Net Reviews may be charged a fee. Accordingly, in order to enable you to pay relatively minor fees with a credit card, you acknowledge and agree that we reserve the right to suspend your ability to use the Service until such time as you reimburse us the amount of the fee we were charged by the card issuer.

## 8 - Use of the Reviews

Client is free to use and publish the information provided in the Reviews as it wishes, during and after the termination of Client's subscription for the Service, provided that Client complies with these Terms. Verified Reviews will reasonably cooperate with Client to enable Client to retrieve all of their Reviews at the termination of its subscription. Verified Reviews may also freely use, reproduce, publish, make available and translate the content of the Review forever throughout the world and in any media and on any medium whatsoever, provided that Verified Reviews and Client agree that they shall only have the right to use the pseudonym used by the Consumer in connection with the Review for a period of eighteen (18) months. Verified Reviews will anonymize each Review eighteen (18) months after they are submitted.

## 9 - Ownership of the Service

Net Reviews and its licensors exclusively own all rights, title, and interests in and to the Service, including all proprietary technologies, software, methodologies, analytics, artificial intelligence, and machine learning occurring as a result of your use of the Service, and provided or made available to

you by Net Reviews within, or in conjunction with, the Service, the Service Data (as defined below), the Verified Reviews Brand Elements, and any enhancements, derivative works or improvements thereto, except for the limited license granted to you to use the Service set forth below. You acknowledge that the Service is protected by copyright, trademark, and other laws of the United States and other countries. You also agree not to develop or commercialize any product or service likely to compete with the Service during the duration of the Service subscription and for a time period of three (3) years following the termination of Client's subscription.

Subject to the restrictions upon use or disclosure of Client and Consumer information set forth in these Terms, Client agrees that Net Reviews may use information gathered in connection with the manner of use of the Service by Authorized Users, Consumers, and others to improve the Service, and develop other products and services, as long as such information is in a form that does not individually identify Client or Consumer personal information (the "**Service Data**").

## 10 - Grants of Rights by Client

Client hereby grants Net Reviews a non-exclusive, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, display, perform and publish the Client and Consumer information solely for the purpose of operating and providing the Service, and for no other purpose. Client acknowledges and agrees that the licenses granted to Net Reviews in these Terms may be extended by us to Third Party Sites and our Service Providers to the degree necessary in order for the Service to be provided. Client allows, free of charge, the non-exclusive, non-transferable, and non-transmissible right to use for the duration of their contractual relationship, Client's name, logo and other trade and service marks on the Verified Reviews Website and on pages where Reviews are published, in connection with such Reviews. Client acknowledges and agrees that Net Reviews may retain in its archive copies of all Reviews obtained during the term of Client's subscription for the Service after the termination of such subscription.

## 11 - Grants of Rights by Net Reviews

Net Reviews hereby grants to you a nontransferable, non-exclusive right to access and use the Service, and to permit your Authorized Users to access and use the Service, in accordance with these Terms, during the term of your subscription. Subject to Client's Order Form, Net Reviews hereby grants Client a nontransferable, non-exclusive right to use the Verified Reviews Brand Elements only in the forms made available to Client by Net Reviews during the term of Client's subscription to use the Service, and subject to any usage guidelines published by Net Reviews from time to time.

## 12 - Feedback

If you provide to us any ideas, suggestions, and/or proposals relating to the Service (or other products or services Net Reviews might develop) (all such communications to be referred to collectively as "**Feedback**"), you acknowledge and agree: (i) Feedback does not contain confidential or proprietary information; (ii) Net Reviews is not under any obligation of confidentiality, express or implied, with respect to any Feedback; (iii) Net Reviews shall be entitled to use or disclose (or choose not to use or disclose) such Feedback for any purpose, in any way; (iv) Net Reviews may already have under consideration or in development ideas similar to or the same as such Feedback; (v) your Feedback automatically becomes Net Reviews' property without any obligation to you; and (vi) you are not entitled to any accounting, compensation or reimbursement of any kind from Net Reviews under any circumstances. To be clear, Net Reviews shall be entitled to utilize all Feedback in any way without restriction or obligation to you. Without limiting these rights, you hereby grant Net Reviews a perpetual, worldwide, sublicensable, non-exclusive, fully-paid, royalty free license under all of your intellectual property rights to use without compensation or acknowledgment to you or others, any Feedback provided to Net Reviews, including the rights to make and sell products and services based on such Feedback.

## 13 - Support and Updates



While Net Reviews expects to provide updates to the Service from time to time, and guidance on how to use the Service as it may be updated, Net Reviews shall not have any obligation to provide specific support to you with respect to the use or modifications of the Service.

We may share information about future enhancements or other changes to the Service, but you should not rely upon them when deciding to subscribe. Your decision to subscribe should be based upon the functionality available when you are making that decision, and not on the potential future functionality.

## 14 - Suspension

We may suspend Client's access to or use of all or any part of the Service, without incurring any liability, if:

- we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that we determine requires us to do so; or
- we determine that: (i) there may be an imminent threat to the security of the Service or data therein; (ii) Client's login credentials may have been compromised; (iii) Client has violated the restrictions on access or use of the Service; or (iv) suspension of access is necessary during any maintenance of the Service.

Absent Client's uncured breach of these Terms, any suspension shall be as short as reasonably possible and in no event longer than thirty (30) days. This Section does not limit any of our other rights or remedies, whether at law, in equity or under these Terms.

## 15 - Term and Termination

The term of your subscription and rights to use the Service will terminate on the earlier of (i) notice of termination by Net Reviews to you, or you to Net Reviews, at any time. If Net Reviews terminates your right to use the Service prior to the end of the then-current subscription term without cause (i.e., Client, including its Authorized Users, is/are not in violation of these Terms), Net Reviews shall refund the applicable pro rata portion of any fees paid by Client for the portion of the subscription term after the date of termination. In all other circumstances, termination of the right to use the Service shall not require any refund of subscription fees paid to Net Reviews.

If Client's ability to access or use the Service is suspended or the subscription terminated, Client must immediately cease all use of the Verified Reviews Brand Elements. Any wrongful use will result in the right to impose an administrative fee of \$125 per day and per Internet site (URL), without prejudice to any damages and interest which Verified Reviews may claim as compensation. Client acknowledges and agrees that such administrative fees are appropriate in light of the requirement for Verified Reviews to monitor its proprietary rights and that such fees shall not be considered a penalty or liquidated damages.

The rights and obligations under the sections of these terms entitled "Displaying of Reviews," "Costs of Collection; Credit Card Chargebacks," "Use of the Reviews," "Ownership of the Service," "Feedback," "Warranties, Disclaimers and Limitations," "Indemnification," "Governing Law," "Dispute Resolution," and "Miscellaneous," (including all subsections under any bold-faced headings), the immediately preceding paragraph, this paragraph, and all obligations accrued and unsatisfied as of the termination of your subscription, shall continue to be binding notwithstanding the termination of your subscription.

## 16 - Warranties, Disclaimers and Limitations

### 16.1. Warranties

Client and Net Reviews each hereby represents and warrants to the other that it has validly entered into these Terms and has the legal power to do so. Client further represents and warrants that it is responsible for the conduct of its Authorized Users and their compliance with these Terms, including, without limitation, the User Requirements.

### 16.2. Disclaimers

NET REVIEWS' SERVICE, THE NET REVIEWS BRAND ELEMENTS, AND ALL RELATED MATERIALS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

### 16.3. Liability Limitation

IN NO EVENT WILL THE AGGREGATE LIABILITY NET REVIEWS ARISING OUT OF OR RELATED TO THE OFFERING OR USE OF THE NET REVIEWS SERVICE OR THESE TERMS (WHETHER IN CONTRACT OR TORT, OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE GREATER OF (X) US\$100 OR (Y) THE TOTAL AMOUNT PAID BY YOU TO NET REVIEWS IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THE "PAYMENT TERMS" SECTION ABOVE OR EITHER PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS IN THESE TERMS.

OTHER THAN IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER NET REVIEWS OR YOU HAVE ANY LIABILITY TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

You and we agree that: (i) the mutual agreements made in this Section reflect a reasonable allocation of risk and (ii) that each party would not enter into these Terms without these limitations on liability.

## 17 - Indemnification by Client

Client will, upon request from Net Reviews, defend Net Reviews, its Service Providers, and its and their respective officers, directors, employees, and agents (collectively, the "**Net Reviews Indemnified Parties**"), against any and all third party claims, actions, suits, proceedings, and demands (a "**Third Party Claim**"), and will indemnify and hold harmless the Net Reviews Indemnified Parties from and against all liabilities, losses, damages, penalties, judgments, awards, settlements, costs, and expenses including, without limitation, attorneys and other professional fees incurred in any investigation or defense thereof (collectively "**Losses**"), arising from, in connection with, or relating to: (i) Client or any of its Authorized Users' actions or omissions that constitute a violation or breach of these Terms or the User Requirements, including any of the warranties or representations made by Client herein, and (ii) a Third Party Claim that asserts (a) the use of any Client name, trademark, service mark or other brand elements by the Net Reviews Indemnified Parties in accordance with these Terms infringes the intellectual property rights of a third party, (b) use of Consumer information provided by Client infringes and/or violates applicable law and/or such Consumer's right of privacy or publicity, and/or (c) any communications sent or caused to be sent by Net Reviews on behalf of Client, or by Client directly, violates any applicable law, rule or regulation.

We agree to provide Client with prompt written notice of any claim giving rise to an indemnification obligation of Client, and cooperate with any reasonable requests assisting Client's defense and settlement of such matter, at Client's cost, provided that any failure to provide such notice or cooperate in such defense shall not eliminate any liability of Client hereunder, except to the extent that such failure adversely affected Client's ability to defend against such Third Party Claim.

Notwithstanding anything contained in the immediately preceding paragraph, no settlement may be entered into by Client without the express written consent of the Net Reviews Indemnified Parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the Net Reviews Indemnified Parties, (iii) the settlement does not include a full release of liability for the Net

Reviews Indemnified Parties, or (iv) the settlement includes terms other than a full release of liability for the Net Reviews Indemnified Parties and the payment of money.

## 18 - Indemnification by Net Reviews

Net Reviews will indemnify, defend and hold Client and its officers, directors, employees, and agents, harmless from and against any and all Losses arising out of any Third Party Claim alleging that the Service infringes any U.S. patent, copyright, trademark or trade secret (an **"Infringement Claim"**); *provided, however*, that Net Reviews shall not have any such indemnification obligations if the alleged claim that gives rise to any Losses arises from or relates to: (i) any use or modification of the Service by Client or any person acting for or on behalf of Client (including all Authorized Users) in a manner outside the scope of any right granted pursuant to these Terms, (ii) a combination, operation or use of the Service with other software, hardware or technology not provided by Net Reviews if the claim would not have arisen but for such combination, operation or use, or (iii) any claim arising from or relating to a misrepresentation or breach of Client's warranties in these Terms.

Client shall provide Net Reviews prompt written notice of any Infringement Claim giving rise to an indemnification obligation of Net Reviews, and cooperate with any reasonable requests assisting Net Reviews' defense and settlement of such matter, at Net Reviews' cost, provided that any failure to provide such notice or cooperate in such defense shall not eliminate any liability of Net Reviews hereunder, except to the extent that such failure adversely affected Net Reviews' ability to defend against such Infringement Claim.

Notwithstanding anything contained in the immediately preceding paragraph, no settlement may be entered into by Client without the express written consent of the Net Reviews Indemnified Parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the Net Reviews Indemnified Parties, (iii) the settlement does not include a full release of liability for the Net Reviews Indemnified Parties, or (iv) the settlement includes terms other than a full release of liability for the Net Reviews Indemnified Parties and the payment of money.

## 19 - Governing Law

These Terms, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

## 20 - Dispute Resolution

### 20.1. Mediation

You and we agree that any and all disputes, claims or controversies arising out of or relating to these Terms, including the determination of the scope or applicability of this agreement to arbitrate (a "Dispute"), shall be submitted to JAMS, or its successor, for mediation, and if the Dispute is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the Arbitration Rules set forth below, in each case in Boston, Massachusetts. Either party to a Dispute may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties to the Dispute will cooperate in good faith with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings within thirty (30) days after being submitted to JAMS (the **"Mediation Schedule"**). The parties to the Dispute agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

## 20.2. Arbitration

Either party to a Dispute may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("**Earliest Initiation Date**"). The mediation may continue after the commencement of arbitration if the parties to the Dispute so desire. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the Mediation Schedule. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

## 20.3. Arbitration Rules

Any arbitration initiated pursuant to these Terms shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, before one arbitrator (unless the parties agree to use three arbitrators). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16. The arbitrator shall not have power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages. Each party (i) hereby irrevocably submits to the jurisdiction of any federal or state court of located in Boston, Massachusetts for the purpose of enforcing the award or decision in any such arbitration, (ii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above named courts, that its, his or her property is exempt or immune from attachment or execution (except as protected by applicable law), that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the award may not be enforced in or by such court, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the award of any such court. Each party to the Dispute hereby agrees to take any action that is required under this Agreement or the Act to implement any resolution of a Dispute determined by the arbitration including, without limitation, the execution and delivery of any document authorizing action by the Company and any agreement affecting the Shares. Each party hereby consents to service of process by notice according to these Terms. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process herein is made for the express benefit of the other parties hereto.

## 20.4. No Class Actions

You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If this specific paragraph is held unenforceable, then the entirety of this "Mandatory Arbitration Provisions" section will be deemed void.

## 20.5. Special Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may of course contact us at [compliance@avis-verifies.com](mailto:compliance@avis-verifies.com) or send us a message to:



Boston MA, 02111 USA  
Attention: Legal Notice

## **21 - Miscellaneous**

### **21.1. Complete Agreement**

These Terms, including the User Requirements and all referenced pages and Order Forms, if applicable, constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. However, to the extent of any conflict or inconsistency between the provisions in these Terms and any other documents or pages referenced in these Terms, the following order of precedence will apply: (1) the terms of any Order Form (if any), (2) these Terms and (3) finally, any other documents or pages referenced in these Terms. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or any other Client order documentation (excluding Order Forms) will be incorporated into or form any part of these Terms, and all such terms or conditions will be null and void.

### **21.2. Notices**

Any notice required or permitted under these Terms must be in writing and delivered by email (i) to you at the email address provided by you when registering to use the Service (as updated by you within your Back Office in the Service) or (ii) to Net Reviews at [legal@avis-verifies.com](mailto:legal@avis-verifies.com). Net Reviews may also elect to provide notice to you by delivering a message within the Service. Notice shall be deemed to be received upon the date of delivery of the email or message. You agree that all notices and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **21.3. Publicity**

Client grants us the right to use Client's organization name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to Client's standard trademark usage guidelines as provided to us or published by Client from time-to-time. We will abide by your wishes, however, if you notify us that you would prefer we not use you as a reference.

### **21.4. Force Majeure**

Neither party hereto shall be liable for default or for delay in performance (other than for the payment of fees due hereunder) due to cause beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God or nature, or of the public enemy, changes in applicable law or any other act or order of government, fires, epidemics, quarantine restrictions, strikes, travel embargoes, denial-of-service attacks, or delays or failures of suppliers that are not readily replaceable. A party affected by any such event shall notify the other party and use its reasonable efforts to remove the cause of delay and resume performing as soon as possible and to mitigate any default or delay. In no event shall a party be liable for any damages attributable to non-performance due to any such event.

### **21.5. Relationship of the Parties; No Third Party Beneficiaries**

Client and Net Reviews are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between us. There are no third party beneficiaries to these Terms.

## **21.6. Modifications**

Net Reviews may change these Terms (other than an Order Form) at any time, in our sole discretion, as new features, technology, or legal requirements arise, so please check back from time to time. If we make a material change to these Terms, we will provide Client with reasonable notice prior to the change taking effect, either by emailing the email address associated with Client's account in the Back Office or by messaging Client through the Service. Client can review the most current version of these Terms at any time by visiting the Verified Reviews web site and by visiting the most current versions of the other pages that are referenced in these Terms. Any material changes to these Terms will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If Client (or any Authorized User) accesses or uses the Service after the effective date, that use will constitute Client's acceptance of such revised terms and conditions, and Client's express agreement to be legally bound by such amended Terms. If any modification of these Terms materially adversely affects your rights hereunder you may, by delivering notice to Net Reviews within thirty (30) days after the modified Terms are published, elect to stop using the Service and end the then-current subscription term as of the later of the effective date of the modified Terms or the date specified in your notice; your continued use of the Service after the effectiveness of that update will be deemed to represent your agreement with, and consent to be bound by, the new Terms. Except for changes made by us as described here, no other amendment or modification of these Terms shall be effective unless set forth in a written agreement expressly amending these Terms and bearing a written signature by you and us.

## **21.7. Waiver**

No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. No waiver under these Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

## **21.8. Severability**

These Terms will be enforced to the fullest extent permitted under applicable law. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

## **21.9. Assignment**

Client may not assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without Net Reviews' prior written consent (not to be unreasonably withheld). Notwithstanding the foregoing, Client may assign these Terms in its entirety (including all Order Forms), without Net Reviews' consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. It shall be Client's responsibility to ensure its billing and contact information is current at all times despite any such assignment. Any purported assignment in violation of this section is void. Net Reviews' remedy for any purported assignment by Client in breach of this section could be, at its election, termination of Client's subscription to the Service upon written notice. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

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# **Appendix 1 - The Moderation Process**

## **1 - Description of the Moderation Process**

Moderation is a process prior or after the publication of a Review which aims to guarantee the conformity of the collected content to the ISO 20488 standard as well as to the present Terms of Service and to the User Requirements.

Verified Reviews undertakes to respect all these provisions in order to preserve the reliability of the published Reviews, and will publish or reject Reviews when it is justifiable.

The rejection of a Review is necessarily the result of a manual action by the Verified Review moderators following a report of the Review in question by the Client.

All stakeholders and actions related to Moderation are identified and traceable.

The Moderation service offered by Verified Reviews is included in any subscription to the Service. In addition, Verified Reviews also offers a customized Moderation model that you may obtain in addition to the standard version, subject to contracting with us.

The same Moderation period applies to all Reviews, whether positive or negative.

## 2 - Roles and Means of the Moderators

Moderation is carried out by computer tools and/or individuals who are generally referred to as "moderators".

The capacities required and the means necessary for the person occupying the function of moderator are:

- a perfect command of the language in which the Review was written, which mastery must have been objectively validated before taking up the position, equivalent to a level of "Mastery" of the Common European Framework of Reference for Languages (level C2 of the CEFR);
- access to the entire content of the Review;
- access to the identity of the writer (collected during the filing of Review) in order to be able to contact the writer if necessary;
- access to all information relating to the history of the Review submission (number of submissions of the same Review after initial rejection);
- access to the history of writer information (number of Reviews published, subject of previous Reviews); and
- the ability to observe previous Moderation of the Review by another moderator.

## 3 - Standard Moderation

The Moderation process is divided into two steps: an automatic moderation followed by a manual Moderation.

In the automatic moderation, the following types of Reviews are filtered and placed in Moderation in Client's Back Office:

- the Review score is equal to or less than 2 (which threshold that can be modified in Client's Back Office);
- the Review contains personal data that can be identified by the system;
- the Review contains insults or coarse language; or
- the Review text contains five identical characters.

Certain Reviews that are automatically placed in the moderation tab in Client's Back Office are automatically reported to the Verified Reviews Moderators for review if:

- the Review contains personally identifiable data that can be identified by the system; or
- the Review contains profanity.

After the automatic moderation, a manual moderation takes place, during which Clients may respond to a Consumer submitting a Review or report to the Verified Reviews moderators those Reviews considered problematic, and Verified Reviews moderators assess those Reviews reported by Clients and the automatic moderation system.

This automatic and human moderation systems substantially diminish the potential publication of

Reviews that do not comply with the ISO 20488 standard, as well as the Terms of Service and User Requirements. Thus, only after examining the reported Reviews, do the Verified Review moderators decide whether to publish such reported Reviews.

The automatic moderation is done before the publication of the Reviews. However, the manual part is available at any time from the Client's Back Office and can therefore be moderated after publication, if necessary.

See below concerning the time limits for Moderation of Reviews.

## 4 - Optional moderation

Verified Reviews also offers a customized moderation operation at a price to be determined with Client, allowing Client to discharge the manual moderation that is due to Client on the standard moderation system. This customized option includes proofreading of the Reviews by the Verified Reviews moderators, and Client must precisely structure its needs and requests in a specification. Thus, Client will be able to specify the following, at its election:

- require a rereading of all the Reviews or only those corresponding to a criteria Client defines;
- set up predefined answers that Client will have provided according to the type of Review and Client's criteria;
- configure the criteria for refusal enabling the moderators to act autonomously without prior validation by Client in compliance with the reasons for refusal listed below; and
- construct a categorization of the Reviews through a system of attribution of "Tags" specific to each Review (example: delivery, payment, Client service, etc.).

## 5 - Moderation Time Period

Verified Reviews will conclude the moderation for all Reviews, whether positive or negative, so that all Reviews are published seven (7) days after the Review is submitted. However, it is possible that certain moderations may extend up to fourteen (14) days due to extenuating circumstances. In addition, extraordinary circumstances may require additional time delays, upon the express request of the Client to its account manager, which requests shall be evaluated on a case-by-case basis by Verified Reviews.

## 6 - Rejection of Client Reviews

Verified Reviews will inform the Consumer of the rejection of a Review and provide the reason for the rejection. However, Verified Reviews is not required to specify the reasons for the rejection of a Review that has been identified as artificially constructing or biasing the evaluation of the product or service.

Reasons for Rejection of Consumer Brand Reviews:

- The filed review is considered inappropriate, abusive, defamatory, discriminatory, adversarial, racist, or involves a call for legal action.
- The review cannot be considered true because Verified Reviews has contradictory elements.
- The rating does not match the commentary.
- The review focuses only on the features of the purchased product or service and not on the overall experience with the rated company.
- Elements describing the consumer experience are not filled in, or are considered unintelligible.
- The review is deemed to bias the average of the rated company or contains concrete elements of conflict of interest.
- The review is unrelated to the topic being rated.
- The review contains information of a personal nature or any other information likely to identify its creator, to contact them or to lead to identity theft.
- The review mentions the name of a competitor and/or encourages buying from the competition.
- The review's creator states that they are not yet in a position to evaluate the rated company or have



not used its services.

- The review contains promotional elements, is considered spam, and/or mentions websites.
- The rated company has intervened in the handling of the dispute, and the creator of the review wishes to update it.
- The creator of the review has contacted Verified Reviews or the rated company to modify or remove their review.
- Verified Reviews believes that it may be subject to civil or criminal liability.
- Verified Reviews has identified this review as fraudulent.

Verified Reviews will give the Consumer the opportunity to submit a new Review following the rejection of his/her first Review during the moderation process; up to a maximum of three (3) Reviews.

## 7 - Editing and Modification

Verified Reviews will not modify or delete content of a Review, such as correcting spelling mistakes, changing user pseudonyms, or hiding or deleting text, other than inserting alternative characters in place of names or numbers in Reviews in order to respect the confidentiality of Personal Data.

## 8 - Publication of Reviews

Verified Reviews displays all Reviews in their entirety, whether positive or negative, if they have not been rejected during the moderation process. Reviews are published chronologically from the most recent to the oldest based on the date the Review was submitted, with at least the following information:

- the date and time the Review was submitted;
- the date of the Consumer's experience;
- the Review writer's first name and first letter of their surname.

Verified Reviews may also display the product or service purchased and the place of purchase. Verified Reviews may display below each Review the Client's right of reply.

## 9 - Review Scoring

Verified Reviews transparently displays on its Attestation page the average score for each of its Clients collected over a period of one (1) year on a rolling basis. Verified Reviews does not aggregate or weight ratings. Reviews are kept for a period of five (5) years in the Verified Reviews Database. Verified Reviews determines the average score using the following calculation: average score = (sum of the scores in the published Reviews / total number of published Reviews).

The score is calculated as follows:

- Calculation of the average, to five (5) digits after the decimal point, of all the scores of the published Reviews;
- to have a score out of 5: this average, to five (5) digits after the decimal point, is rounded to one digit after the decimal point;
- for a score out of 10: this average, to five (5) digits after the decimal point, is multiplied by two (2) and then rounded to one (1) digit after the decimal point.

## 10 - Reporting Illegal or Inappropriate Reviews

Verified Reviews allows for the reporting of a Review with illegal or inappropriate content by email to [moderation@verified-reviews.co.uk](mailto:moderation@verified-reviews.co.uk) or by submitting information via the Client's Attestation Page.

## 11 - Client's Right of Reply

Verified Reviews enables the Client being evaluated the opportunity to respond at any time to a Review through its Back Office. The Client may:

- thank the Consumer for the Review;
- respond to questions in the Review;
- respond to the comments in the Review (with the possibility of filing attachments); and
- indicate any changes that may have been made to the product or service since the Review was written.

The Client responses are displayed below the relevant Reviews. The Consumer will receive an email informing them of any message relating to his/her Review sent by the Client. The Consumer will be able to reply without being able to modify his/her rating. The Client will likewise be informed of messages left by Consumers on its products and/or services. These various exchanges will be visible publicly online, unless the Client has elected to communicate privately with the Consumer.

This procedure enables a Client to engage with the Consumer when a Review seems unjustified. Verified Reviews does not interfere with, and accepts no responsibility for, any such communications between the Client and the Consumer. Clients and Consumers are solely responsible for managing any difficulty that may arise from the submission of a Review and any further communications relating to such Review.

## 12 - Consumer Bans

Verified Reviews reserves the right to exercise its discretion in banning a writer of a Review that is determined to contain illicit or inappropriate content as a result of the moderation process, or where such writer otherwise violates the User Requirements, and may remove all Reviews from such writer.

## 13 - Rights of Verified Reviews and the Client in Reviews

Consumers who submit a Review, or any additional communication related to such a Review or a Client response thereto, agree that Verified Reviews and the Client may freely use, reproduce, publish, make available and translate the content of the Review forever throughout the world and in any media and on any medium whatsoever, provided that Verified Reviews and its Client shall only have the right to use the pseudonym used by the Consumer in connection with the Review for a period of eighteen (18) months. Verified Reviews will anonymize each Review eighteen (18) months after they are submitted.