



Testimonial Tree, Inc
Testimonial Terms and Conditions

The following terms and conditions (“Testimonial Terms and Conditions”) apply to the submission of written, picture or video testimonials (“Testimonials”) for use on this Website (the “Website”) and elsewhere by Testimonial Tree Inc.(“TESTIMONIALTREE.COM”). By submitting a Testimonial, you agree to these Testimonial Terms and Conditions. The Testimonial Terms and Conditions are supplemental to and made a part of [User Agreement](#) for the Website (the “Site User Terms”); in the case of a conflict between these Testimonial Terms and Conditions and the Site User Terms, the Site User Terms will take precedence.

1. Ownership of Testimonials

Upon submitting your Testimonial, you hereby assign to TESTIMONIALTREE.COM all of your right, title and interest in and to your Testimonial, including all copyrights and other intellectual property rights therein, with full authority to copyright, reproduce, publish, make derivative works of, or otherwise use, in any manner and via any form of media TESTIMONIALTREE.COM deems advisable, for any purpose, throughout the world, all or any part of your Testimonial.

2. Testimonial Release

By submitting a Testimonial, you agree that TESTIMONIALTREE.COM may use and publish your name, voice, photograph, drawing or other likeness of you and any descriptive, biographical or other written materials you provide, and all associated rights of personality or publicity, in any manner TESTIMONIALTREE.COM may deem advisable in connection with its use of your Testimonial. You agree that you are not entitled to any financial compensation for TESTIMONIALTREE.COM’s use of your Testimonial. You agree that TESTIMONIALTREE.COM may use your Testimonial with or without your name or with a fictitious name, and may make reasonable edits or alterations to your Testimonial, provided that the meaning of your comments and statements is not substantially changed.

You hereby waive any right of approval with respect to use of your Testimonial and any materials created by TESTIMONIALTREE.COM in connection with your Testimonial, and you hereby release and agree to hold harmless TESTIMONIALTREE.COM, its agents, employees and assigns, and anyone authorized by any of them, from any and all claims, rights, demands, damages, actions or liability which you, your heirs, executors, administrators or assigns, may have in connection with such use, the resulting advertising, or these Testimonial Terms and Conditions. You understand that TESTIMONIALTREE.COM has no obligation to use your

Testimonial, and may elect to use or not to use your Testimonial (or any derivative work created from your Testimonial) in TESTIMONIALTREE.COM's sole discretion.

3. Representations and Warranties

You represent and affirm that:

- (i) you, and only you, made your Testimonial voluntarily;
- (ii) it contains your own opinion;
- (iii) it is based on your own experience(s) with TESTIMONIALTREE.COM or one of its partners, clients and/or its services;
- (iv) and it is true and correct to the best of your knowledge. You represent and affirm that you will contact TESTIMONIALTREE.COM in writing addressed to TESTIMONIALTREE.COM if at any time your opinion about TESTIMONIALTREE.COM or its services, as expressed in your Testimonial, should change and you wish to retract your Testimonial. You represent and affirm that your beliefs were not influenced in any manner and that, other than as expressed in these Testimonial Terms and Conditions, you have not received nor have been promised anything of value in exchange for making your Testimonial. You further represent and affirm that the facts stated about you in your Testimonial are substantially true and accurate, and that neither you nor any member of your family is an employee of TESTIMONIALTREE.COM.

You represent and warrant that you are the original creator of your Testimonial, and that your Testimonial does not:

- (i) infringe any copyright or other intellectual property right of any other person or company;
- (ii) contain defamatory, vulgar, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable material;
- (iii) violate the privacy of any individual;
- (iv) disparage or otherwise refer to any other company, product, or service; or
- (v) contain any malicious code or other technical means of impairing, damaging, or obtaining unauthorized access to any computer or computer system. You further represent and warrant that these Testimonial Terms and Conditions, and your compliance with them, do not in any way conflict with any existing commitments on your part; and that you have the full right to enter into this agreement without violating the legal or equitable rights of any third party.

4. Indemnity

You agree to indemnify and defend the Company against any and all claims by third parties arising out of or in connection with your Testimonial, except to the extent such claims arise

from the Company's editing or alteration of your Testimonial. The foregoing indemnification obligation is in addition to your indemnification obligations under the Site User Terms.

5. Privacy

Information you provide in connection with your Testimonial will be stored and used in accordance with TESTIMONIALTREE.COM's [Privacy Policy](#).

6. Video Service

TESTIMONIALTREE.COM will engage with any 3rd party provider in connection with accepting, storing, processing, posting, and using video Testimonials. By uploading a video Testimonial, you agree to Provider's additional terms and conditions regarding your Testimonial ("Provider Terms"). In the event of any conflict, these Testimonial Terms and Conditions will take precedence.