

Online Terms of Service

Welcome to the Tealium iQ tag management service (the "Service"), a service of Tealium Inc. ("Tealium," "Our," "We," or "Us"). Please read these Online Terms of Service (the "Terms of Service" or the "Agreement") carefully, as they contain the legal terms and conditions that govern Your use of and access to the Service. Tealium reserves the right to update and change the Terms of Service at any time, without prior notice, by posting an updated version of such Terms of Service at <http://tealium.com/self-service-terms>. If You continue to use or access the Service after the posted effective date, You hereby agree to the updated Terms of Service. Unless Tealium otherwise indicates, Your use of any new features, changes, and enhancements to the current Service, including the release of new features and resources, will be subject to the Terms of Service.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

BY ACCEPTING THIS TERMS OF SERVICE, EITHER BY CHECKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A TEALIUM PROVIDED ORDER FORM (AN "ORDER FORM") THAT REFERENCES THESE TERMS OF SERVICE, YOU AGREE TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Account Terms

1. You must provide your legal full name, a valid email address, and any other information requested during the account signup process in order to obtain an account.
2. The term of the Service (the "Term") will begin when You accept this Agreement and will continue until terminated pursuant to the provisions of the "Cancellation and Termination" section below. You may only use the Service during the Term.
3. You must ensure that all account information remains complete and accurate.
4. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
5. You are responsible for maintaining the security of your account and password, and are responsible for all activities conducted using your account and password. Tealium cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
6. You may not use the Service for any illegal or unauthorized purpose. Without limiting the foregoing, You may use the Service only in accordance with the use parameters of your account's plan level ("Plan Level"), and You agree not to attempt to circumvent such limitations.

Pricing

Pricing terms for the Service are set forth on Tealium's pricing information page available at <https://my.tealiumiq.com/freetrial.html>, which is incorporated by reference into this Agreement.

Payment Terms

1. **Subscription Term.** The subscription term will be either (i) the subscription term identified on the Subscription Confirmation email We send You; or (ii) the subscription term identified on an Order Form signed by You and Us (the "Subscription Term").
Fees. Subject to the Payment Disputes section below, You will pay all fees due, as set forth on Your Manage Your Subscription page (including any amounts due if you exceed the amount of visits included in your subscription). Except as otherwise specified herein or in an Order Form, (i) payment obligations are non-cancelable and fees paid are non-refundable, and (ii) quantities purchased cannot be decreased during the relevant Subscription Term.
2. **Invoicing and Payment.** You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services You purchase, including any amounts due if you exceed the amount of visits included in your subscription. Such charges will be made in advance, as set forth on Your Manage Your Subscription page or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days after the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
3. **Overdue Charges.** If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
4. **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You prior notice that Your account is overdue, before suspending services to You.
5. **Payment Disputes.** We will not exercise Our rights regarding Overdue Charges and Suspension of Service and Acceleration if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
6. **Taxes.** Our 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 purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible, We 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 clarity, We are solely responsible for taxes assessable against Us based on Our income, property, and employees.

Free Trial

If You register on our website for a free trial, we will make one or more Services available to You on a trial basis free of charge until the earlier of (1) the end of the free trial period for which you registered to use the applicable Service(s), or (2) the start date of any subscriptions purchased by You for such Service(s). Additional trial terms and conditions may appear on the

trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICE, AND ANY CONFIGURATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, OR PURCHASE UPGRADED SERVICES, BEFORE THE END OF THE TRIAL PERIOD.

NOTWITHSTANDING ANY OTHER PROVISION OF THE TERMS OF SERVICE, DURING THE FREE TRIAL THE SERVICE IS PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

Cancellation and Termination

1. You will continue to be billed for the Service until Tealium terminates your account in accordance with these Terms of Service or you properly cancel your account. You are solely responsible for properly canceling your account. You can cancel your account by browsing to your account settings, selecting the Manage Your Subscription link, and clicking "Unsubscribe", or by contacting Tealium at freetrial@tealium.com.
2. If you cancel the Service before the end of your current paid up Subscription Term, your cancellation will take effect upon completion of the billing cycle that has already been paid.
3. In the event You cancel the Service, You must remove any references to the Tealium utag.js file from Your website within 90 days to prevent unintended 404 errors on Your website.
4. Notwithstanding any other provision in the Terms of Service, Tealium, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Tealium service, for any reason at any time. Such termination of the Service will result in the suspension or deletion of your Account or your access to your Account. Tealium reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices

1. Tealium reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from Tealium. Such notice may be provided at any time by posting the changes to the Tealium Site (<http://tealium.com/self-service-terms>) or the Service itself. If You do not agree to such pricing change, You may cancel Your account during such 30-day period. By continuing to use the Service after the effective date of such pricing change, You hereby agree to such pricing change.
3. Tealium will not be liable to You or to any third party for any modification, price change, suspension, or discontinuance of the Service.

Code License, Copyright, and Ownership

“Code” means any and all HTML code and JavaScript that We provide to You in conjunction with the Service. During the term of this Agreement, We grant to You a limited, non-exclusive, non-transferable, worldwide right and license (with no right to sublicense) to copy the Code only for insertion in Your web pages for use in connection with the Service. We do not grant any other rights to the Code. We reserve all rights not expressly granted under this Agreement, and there are no implied rights or other rights We grant hereunder, whether by estoppel or otherwise.

The Service (including all of its software and technology components), together with all intellectual property rights therein, are the exclusive property of Tealium and its suppliers. The look and feel of the Service is copyright ©2008 - 14 Tealium, Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements of the Service without express written permission from Us. Other trademarks, service marks, and trade names that may appear on our site are the property of their respective owners.

We, or our licensors, at all times, retain all right, title and interest in and to: (1) all intellectual property that We make, develop, conceive or reduce to practice, whether alone or jointly with others, in the course of performing the Service, including, but not limited to all worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications and other proprietary rights related to the Services (collectively "Intellectual Property"). We own all suggestions, enhancements requests, feedback, recommendations, or other input provided by You or any other party relating to the Services. Other than the use licenses expressly granted in the Terms of Service, neither this Agreement nor its performance transfers from Us to You any Tealium Intellectual Property.

General Conditions and Restrictions

1. Your use of the Service is at Your sole risk.
2. You will not make the Service available to, or use the Service for the benefit of, anyone other than You.
3. You will not interfere with or disrupt the integrity or performance of the Service or third-party data contained therein.
4. You will not attempt to gain unauthorized access to the Service or its related systems or networks.
5. You will not permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit.
6. You will not frame or mirror any part of the Service.
7. You will not access the Service in order to build a competitive product, service, or feature.
8. You will not reverse engineer the Service (to the extent such restriction is permitted by law).
9. Technical support is only provided to users that have paid for designated Plan Levels, and no "in person" technical support is available for any free trial users. Free trial users can access Tealium online support community at <https://community.tealiumiq.com/>.
10. You understand that Tealium uses third party vendors and hosting partners to provide the necessary hardware, software, networking, and related technology required to run the Service. Tealium is not responsible for any failures attributable to third parties.
11. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Tealium, or any other Tealium service.
12. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion or feature of the Service, use of the Service, or access to the Service without express written permission from Tealium.
13. Tealium will not be liable to You for any liabilities arising from the operation of the Service over the Internet or other network.
14. You will not transmit any worms or viruses or any code of a destructive nature to Tealium.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND TEALIUM EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER

EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, TEALIUM DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS, THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE COMPLETE, ACCURATE, OR RELIABLE, THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TEALIUM WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TEALIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING ANY SUCH DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE; THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; TERMINATION OF YOUR ACCOUNT; OR ANY OTHER MATTER RELATING TO THE SERVICE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TEALIUM'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATING TO THE SERVICE (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO THE GREATER OF EITHER (1) THE AMOUNT YOU PAID TO TEALIUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM OR (2) ONE HUNDRED FIFTY DOLLARS (USD 150.00).

Miscellaneous

This Agreement will be governed by the laws of the State of California without giving effect to any conflicts of laws principles that may require the application of the law of a different jurisdiction. For any dispute or proceeding arising from or relating to this Agreement, You agree to submit to the jurisdiction of, and agree that venue is proper in, the state courts located in San Diego County, California, and in the federal courts located in the Southern District of California. The failure of Tealium to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between You and Tealium and govern Your use of the Service, superseding any prior agreements between You and Tealium (including, but not limited to, any prior versions of the Terms of Service).

In addition, our privacy policy: <http://www.tealium.com/privacy> is incorporated into, and considered a part of the Tealium Terms of Service.

These Terms of Service were last updated on June 17, 2014. You can review the most current version of the Terms of Service at any time at: <http://tealium.com/self-service-terms/>. Questions about the Terms of Service should be sent to freetrial@tealium.com.