

SyndiCord LLC Terms of Service

Effective Date: October 13, 2025

These Terms of Service (“Terms”) govern the website located at Syndicord.com, including any and all functionality, products, services, and software, offered on or through the website, including but not limited to product sampling, review collection, and review syndication services exclusively to Walmart (the “Services”) provided by SyndiCord LLC and its subsidiaries and affiliates including SellCord, (“SyndiCord,” “we,” “us,” or “our”). “You” or “your” mean you individually or the entity on behalf of which you are accessing or using the Services. “Clients” means individuals that interact with the Services individually, and “Brands” means business entities that interact with the Services.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS AFFECT YOUR LEGAL RIGHTS, INCLUDING BY LIMITING SYNDICORD’S LIABILITY AND WAIVING YOUR RIGHT TO CLASS ACTION. FOR MORE INFORMATION, PLEASE SEE SECTION 14.

THE SERVICES ARE CONTROLLED AND/OR OPERATED FROM THE UNITED STATES AND ARE INTENDED ONLY FOR COMMERCIAL USE BY BUSINESSES LOCATED IN THE UNITED STATES. THE SERVICES ARE NOT INTENDED TO SUBJECT SYNDICORD TO NON-U.S. JURISDICTION OR LAWS. If you access or use the Services from outside of the United States, you do so at your own risk, and you are responsible for complying with all local laws, rules, and regulations in your jurisdiction.

1. Acceptance of Terms and Privacy Policy

By accessing or using the Services, you agree to be bound by these Terms and represent that you (a) are of the age of majority in your jurisdiction and (b) have the authority to bind yourself and/or the company you represent to these Terms. If you do not have such authority, or if you do not agree with these Terms, you must not access or use the Services.

You agree that personal information provided by you or collected by the Services or third parties shall be subject to the SyndiCord [Privacy Policy](#) (“Privacy Policy”). In the event of a conflict between these Terms and the Privacy Policy, the Privacy Policy will control.

If you do not agree to these Terms or acknowledge the Privacy Policy, you may not access or use the Services.

2. Services Overview

SyndiCord provides product sampling programs, collects authentic customer reviews (“Client Content”), and syndicates such Client Content exclusively to Walmart. We ensure compliance with Federal Trade Commission guidelines and Walmart policies through a dual-layer moderation system combining automated and human review. SyndiCord is not affiliated with, endorsed by, sponsored by or in any way associated with Walmart Inc.

Brands may access and use the Services for a variety of purposes including to communicate with Clients, solicit Client Content, and syndicate Client Content. Clients may interact with the Services in a variety of ways including submitting Client Content and communicating with Brands.

SyndiCord grants you a limited, commercial, revocable, non-assignable, non-transferable, and non-exclusive right to access and use the Services in accordance with these Terms. We reserve all rights not expressly granted in these Terms. The foregoing limited license: (a) does not give you any ownership of, or any other intellectual property interest in, the Services or any materials or information therein; and (b) may be immediately suspended or terminated for any reason, in SyndiCord's sole discretion, and without advance notice or liability. Your unauthorized access and use of the Services may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

3. Additional Terms

Certain parts or features of the Services may be subject to additional terms and conditions that are not expressly stated in these Terms, such as areas of the Services where payments are collected from you (collectively, "Additional Terms"). You agree to comply with such Additional Terms as apply to your use of the applicable parts or features of the Services. In case any conflict exists between these Terms and Additional Terms, the Additional Terms will control.

4. Account Registration

Certain features and functionality of the Services may require the creation of an account by entering your name and email address, selecting a valid password, and providing other required registration information ("Account"). You must provide accurate, complete, and current information when registering for an Account. You are responsible for maintaining the confidentiality of your Account credentials and for all activities that occur under your Account. You are solely responsible for the accuracy of your registration information and for updating and maintaining it. You will not sell, transfer, or assign your account or any Account rights. You shall: (a) notify SyndiCord immediately of any unauthorized use of any Account information or any other known or suspected breach of security; (b) report to SyndiCord immediately and use reasonable efforts to stop immediately any copying or distribution of SyndiCord content; and (c) not impersonate another SyndiCord user or provide false identity information to gain access to or use the Services. We reserve the right, in our sole discretion, to accept or reject your registration to create an Account and/or to access or use the Services.

5. Review Authenticity & Content Standards

Clients represent and warrant that all Client Content submitted through the Services are authentic, truthful, and based on genuine product use. Submitting false, misleading, or fabricated Client Content is strictly prohibited and may result in immediate suspension or termination of your Account or access and use of the Services. For the avoidance of doubt, all

reviews provided to SyndiCord by Brands for syndication must be authentic, truthful, and based on genuine product use.

You hereby acknowledge and agree that all Client Content, and Brand submitted reviews, will comply with [Walmart's Terms and Conditions](#) regarding ratings and reviews. You further agree that content you submit for syndication must not contain or promote:

- Harassment, threats, or abusive language
- Vulgar, obscene, or sexually explicit content
- Discriminatory or hateful language
- Content that is considered spam
- Content that is false, inaccurate, or misleading
- Content that violates or infringes the intellectual property rights of third parties
- Defamatory or disparaging statements or unsubstantiated accusations
- Illegal activity or unsafe behavior

SyndiCord reserves the right, at its sole discretion, to refuse to syndicate or to remove any Client Content, or Brand submitted reviews, that violates these Terms or applicable laws. SyndiCord may monitor your Account and activity for compliance with these Terms and applicable law. Clients will indemnify and hold harmless SyndiCord and its affiliates and subsidiaries from any claims, damages, or losses resulting from the submission or syndication of non-compliant Client Content.

6. Intellectual Property Ownership and Use

SyndiCord Content—All content, features, functionalities, including but not limited to software, design, graphics, and logos available via or on the Services are owned by SyndiCord ("SyndiCord Content"). All rights, title, and interest in and to the Services and the SyndiCord Content is the property of SyndiCord, our licensors, or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws, to the fullest extent possible. You are granted a non-exclusive, non-transferable license to access and use the SyndiCord Content solely for any and all commercial and noncommercial purposes. You may not directly or indirectly disassemble, reverse engineer, or decompile any elements of the SyndiCord Content. You may not create or develop any derivative works based upon the SyndiCord Content. For clarity, SyndiCord Content is part of the Services.

Client Content—Client owns all Client Content. Client hereby grants to SyndiCord a worldwide, royalty free, irrevocable, sublicensable, and transferable license to use, display, modify, distribute, reproduce, and publish such Client Content. Client represents that all Client Content submitted to the Services does not violate or infringe the intellectual property rights of any third party. If any Client Content contains any third-party intellectual property, Client represents and warrants that they have received appropriate permissions and/or consents to use such Client Content. You acknowledge and agree that SyndiCord may preserve or delete Client Content at any time and for any purpose. You also acknowledge and agree that you are not guaranteed

access to Client Content at any time. Furthermore, SyndiCord may disclose Client Content if SyndiCord determines that: (a) disclosure is necessary to enforce these Terms, respond to claims that any Client Content violates the rights of third parties, or protect the rights, property, or personal safety of Company, its users, and the public; or (c) appropriate legal process requires disclosure. Without limiting the generality of the foregoing, you authorize SyndiCord to include Client Content in a searchable format that may be accessed by users of the Services and third party websites not owned or controlled by SyndiCord, provided, however, that SyndiCord shall have no liability for Client Content that can be public and visible on the Services, third party websites, or search engines, including after deletion of such Client Content by you or SyndiCord.

Feedback—You also agree that SyndiCord is free to use any ideas, concepts, or techniques that you send to SyndiCord through the Services (collectively, “Feedback”), for any purpose, including, but not limited to, developing and marketing efforts that incorporate such Feedback. By providing any Feedback, you grant SyndiCord and its affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such Feedback for any purpose without any compensation owed to you.

7. Fees and Payments; Subscriptions

You may purchase the following via the Services: (a) sampling services, which are charged on a per-review basis, or (b) review syndication, which is offered for purchase on an automatically renewing subscription basis for fees based on the number of items and reviews. SyndiCord’s third party payment processor accepts credit and debit cards. It may obtain pre-approval for an amount up to the amount of the payment; however, you will not be charged until your order is finalized. If there is a problem charging your selected valid credit card, debit card, or via ACH which you own or are authorized to use (each a “Payment Method”) for any purchase, we may ask you for an alternative form of payment. Payment processing terms will be available for your review at, or prior to checkout.

Subscriptions consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. When you purchase a subscription, you expressly acknowledge and agree that: (i) our third party payment processor is authorized to automatically charge your Payment Method at regular intervals as described for that service during the checkout process until you cancel the subscription, and (ii) the subscription is continuous until you cancel it, or we suspend or stop offering the subscription or the review syndication service.

Subscriptions are purchased for the committed term specified in your Subscription Agreement or at checkout (the “Subscription Term”). Unless otherwise stated in your Subscription Agreement, each Subscription Term automatically renews for successive terms of equal length unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term. To provide notice of non-renewal, contact us at info@syndicord.com or 845-397-5605, or as set forth in your Subscription Agreement. Except as expressly provided in your Subscription Agreement, subscriptions may not be cancelled prior

to the end of the then-current Subscription Term, and fees for the committed term are non-refundable and non-cancellable. A valid notice of non-renewal takes effect at the end of your then-current Subscription Term, and you may continue to use the subscription until that date, after which you will no longer receive the service. Your subscription is governed by a separate Subscription Agreement between you and SyndiCord, which controls over these Terms with respect to term, fees, renewal, and cancellation.

Payments are non-refundable unless otherwise stated in writing. If you purchase a recurring subscription, you must keep a valid Payment Method on file to automatically pay for all recurring charges and fees. If you want to designate a different Payment Method, or if there is a change in your Payment Method, you must change your information by contacting us at info@syndicord.com. This may temporarily delay your ability to make online payments while our third party payment processor verifies your new Payment Method. Our third party payment processor will continue to charge the Payment Method for applicable recurring payments until the subscription services are terminated, and any and all outstanding payments have been paid in full.

8. Termination

Termination by SyndiCord—SyndiCord has the right to suspend or terminate the Services at any time for any reason including for convenience, a breach of these Terms, submission of Client Content in violation of these Terms, any fraudulent behavior or activity by you, any acts by you that bring SyndiCord and its affiliates into public dispute or scandal, or any acts by you that shocks or disparages SyndiCord or its affiliates or subsidiaries. Upon termination by SyndiCord, you shall not receive any further compensation, products, or services.

Termination by you— These Terms commence on the day that you accept them and will continue in effect until we terminate these Terms or your Account, or you request to close and delete your Account by contacting us at legal@syndicord.com with the subject line “CLOSE AND DELETE ACCOUNT.” Upon termination, Clients may request a copy of Client Content for a processing fee.

9. Data Privacy

We collect limited personal information as set forth in our [Privacy Policy](#). Please review our Privacy Policy for additional details about our privacy practices. Our Privacy Policy is incorporated herein by reference.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SYNDICORD, OR ITS AFFILIATES AND SUBSIDIARIES, SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SERVICES OR YOUR ACCESS OR USE THEREOF WHETHER SUCH DAMAGE OR LOSS IS FORESEEABLE OR NOT. OUR TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT

OF THESE TERMS SHALL IN NO EVENT EXCEED THE FEES PAID BY THE BRANDS OR PAID TO CLIENTS IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

11. Indemnification

You agree to indemnify, defend, and hold harmless SyndiCord, and its affiliates and subsidiaries, from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising from your access and/or use of the Services, including but not limited to your (a) Client Content, (b) breach or alleged breach of these Terms, (c) violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities, (d) fraud, negligence or willful misconduct, (e) violation of the rights of any third party including any intellectual property, publicity, confidentiality, property, or privacy right, and (f) misrepresentations.

12. Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to choice of law principles. Any disputes shall be resolved exclusively in the courts located in Arkansas.

13. Dispute Resolution

Prior to commencing, joining, or being joined (as either an individual litigant or the member of a class) to any judicial action that asserts a claim arising from, relating to, or in connection with these Terms or your access or use of the Services, you agree to provide, in writing to the address listed below, notice of the claim. You further agree to include with that notice, your name, a way in which SyndiCord can contact you (i.e., address, telephone number, email address, etc.), a description of your claim, and any documentation in your possession supporting your claim. You also agree to provide SyndiCord no fewer than thirty (30) days from the date you submitted your claim to resolve it, whether by taking corrective action or compensating you for your alleged damages.

Address to Send Your Claim: 8383 Wilshire Blvd, Ste 825, Beverly Hills, CA 90211

YOU AGREE THAT PROVIDING NOTICE OF YOUR CLAIM TO SYNDICORD AND ALLOWING SYNDICORD AT LEAST THIRTY (30) DAYS TO ATTEMPT TO RESOLVE YOUR CLAIM IS A CONDITION PRECEDENT TO YOUR COMMENCING, JOINING, OR BEING JOINED TO ANY JUDICIAL ACTION AGAINST SYNDICORD, AS EXPLAINED ABOVE.

14. CLASS ACTION WAIVER

IF, AFTER HAVING PROVIDED SYNDICORD NOTICE OF YOUR CLAIM AND AT LEAST THIRTY (30) DAYS TO RESOLVE IT, YOU AND SYNDICORD HAVE STILL NOT REACHED A RESOLUTION AND IF YOUR CLAIM EXCEEDS \$1,000, YOU AGREE TO WAIVE YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING WITH RESPECT TO YOUR CLAIM.

15. Changes to these Terms

We reserve the right to update or modify these Terms, at which point we will post the modified Terms on this page with an updated Effective Date. Continued access or use of the Services after any such changes constitutes your acceptance of the new Terms. Any changes to these Terms will be effective upon our posting of the notice, provided that these changes will be prospective only and not retroactive. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE ACCESS OR USE THE SERVICES, YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND YOU AGREE THAT YOUR ACCESS OR USE OF THE SERVICES AFTER SUCH NEW TERMS HAVE BEEN POSTED CONSTITUTES YOUR AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS ON THE SERVICES. You are expected to check this page each time you access the Services so you are aware of any changes, as they are binding on you.

16. Time Limitation on Claims

You agree that any claim arising out of or related to these Terms must be filed within one (1) year after such claim arose. Otherwise, the claim is permanently barred.

17. Severability

If any provision of these Terms is for any reason deemed invalid, unlawful, void or unenforceable, then that provision will be deemed severable from these Terms and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms.

18. Disclaimer

YOUR ACCESS AND USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES AND ALL INFORMATION, PRODUCTS, AND SYNDICORD CONTENT THEREIN ARE PROVIDED ON AN "AS IS" BASIS. SYNDICORD AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, SYNDICORD DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS, EXPRESS OR IMPLIED, OF ANY KIND, REGARDING THE SERVICES (INCLUDING ITS CONTENT, HARDWARE, SOFTWARE, AND LINKS), INCLUDING ANY IMPLIED WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, RESULTS, ACCURACY, COMPLETENESS, ACCESSIBILITY, COMPATIBILITY, SECURITY, AND FREEDOM FROM MALWARE. SYNDICORD DOES NOT ENDORSE, WARRANT, OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH A THIRD PARTY WEBSITE OR AS PART OF THE SERVICES AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST

EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SYNDICORD IS NOT RESPONSIBLE FOR SUCH PROBLEMS.

19. Proprietary Rights and Restrictions on Commercial Use

All content (including Client Content) and information provided via the Services are for your use in accordance with these Terms. You agree not to resell, license, or commercially exploit the Services or materials therein without SyndiCord's express written consent.

20. Digital Millennium Copyright Act ("DMCA") Compliance

If you believe your copyright has been infringed, please contact us at legal@syndicord.com with the following information:

- a reference or subject line that says: "DMCA Copyright Infringement Notice";
- a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the full URL of the page(s) on the applicable website on which the material appears);
- your full name, address, telephone number, and email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- your electronic or physical signature.

It may be difficult for us to ascertain what copyright has been infringed, as such we may not respond to DMCA requests that do not substantially encompass the above requirements. Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification. Without limiting SyndiCord's other rights, SyndiCord may, in appropriate circumstances, terminate a repeat infringer's access to the Services and any other website owned or operated by SyndiCord.

DMCA Counter-Notice. If content that you submitted was removed as a result of a DMCA Infringement Notice, and you believe this was done in error, you may send us a DMCA Counter-Notification with the following information:

- a reference or subject line that says: “DMCA Counter-Notification”;
- a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) from which the material was removed or access to it disabled);
- a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- your full name, address, telephone number, email address;
- a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the District of Arkansas), and that you will accept service of process from the person who provided DMCA Notification to us or an agent of such person; and
- your electronic or physical signature.

If we receive a DMCA Counter-Notification, we may replace the content we previously removed in no less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Site. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

21. Accessibility Statement

If you have difficulty accessing any part of the Services, please contact us at legal@syndicord.com for assistance.

22. Contact Information

SyndiCord LLC
 6420 Wilshire Blvd Los Angeles CA 90048
legal@syndicord.com