



CultureIQ Website Terms of Service

This website is operated by CultureIQ ("we", "our" or "us"). In exchange for access to any websites operated by CultureIQ (collectively, the "Sites"), users ("you") must agree to enter into a contract (these "Terms of Service") with us. The Sites do not include those websites operated or owned by CultureIQ that are subject to their own Terms of Service.

Please read these Terms of Service carefully. This document is a legal contract, and by using the Sites you agree to its terms. If you do not agree to these Terms of Service, you are not authorized to access the Sites, and you must discontinue use of all Sites immediately.

In the case of a conflict between these Terms of Service and any other written agreement ("Agreement") between CultureIQ and any company that purchases any CultureIQ service ("Client Company"), the terms of the Agreement shall control with respect to use of the Sites by employees of such Client Company. For purposes of these Terms of Service hereinafter, "Authorized Users" includes employees of such Client Companies and other authorized users of the Restricted Areas (defined below).

1. General

We reserve the right to change these Terms of Service at any time in our sole discretion. You should check the Sites from time to time to review the then-current Terms of Service. Your continued use of the Sites constitutes your acceptance of any changes to the Terms of Service.

2. User Conduct

You are required to comply with all applicable laws and regulations, including local, state, national, foreign, or international statutes, regulations, rules, orders, treaties, or other laws, in connection with your access to and use of the Sites and such further limitations as may be set forth in any notice from us. As a condition of your access and use of the Sites, you warrant that you will not use the Sites for any purpose that is unlawful or prohibited by the Terms of Service.

We may restrict, suspend, or terminate your access to the Sites without notice to you if we believe that you have violated any law or these Terms of Service.

Without limiting the foregoing, you agree not to:



- delete or revise any material or other information of any other user or CultureIQ (except with respect to tools provided on a Site that expressly allow for users to download such tools and customize them for their own purposes);
- register for more than one user account, register for a user account on behalf of an individual other than yourself, or impersonate any other person or entity when registering for an account or otherwise using the Sites;
- harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- solicit Sites' users to join outside websites or online websites or organizations; or
- engage in any other conduct that restricts or inhibits any other person from using or enjoying the Sites, or which, in our judgment, exposes us or any of our users, Client Companies, Authorized Users, or suppliers to any liability or detriment of any type.

You further agree that you will only access the Sites through the interfaces we provide and that you will not violate or attempt to violate the security of the Sites, including, without limitation:

- taking any action that could have the effect of damaging the Sites or their security, or interfere with other users' use of the Sites, including by imposing an unreasonable or disproportionately large load on the Sites' infrastructure;
- using any device, software or routine to interfere or attempt to interfere with the proper working of the Sites or any activity being conducted on the Sites other than through the search engine and search agents available from us on the Sites and other generally available third-party providers (e.g., MSN, Google);
- using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatar's or intelligent agents) to navigate, search, or collect data from the Sites other than the search engine and search agents available from us on the Sites and other than generally available third-party web browsers (e.g., Microsoft Internet Explorer);
- attempting to decipher, decompile, disassemble or reverse-engineer any of the software available through, comprising or in any way making up a part of the Sites;
- accessing data not intended for you or logging into a server or account that you are not authorized to access;
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or
- attempting to interfere with service to any user, host, or network.

You further agree that, if you choose to access the Sites from outside the United States, you do so on your own initiative and are responsible for compliance with applicable



laws. You agree to comply with all export and re-export restrictions and regulations of the Department of Commerce and any other United States or foreign agencies and authorities in connection with your use of the Sites, and you also agree that you will not transfer, or authorize the transfer, of any data or services to a prohibited person or country in violation of any applicable laws or regulations. In particular, but without limitation, data may not, in violation of any laws, be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Department of Treasury's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or the U.S. Department of Commerce Entity List (of proliferation concern) or the U.S. State Department List of Statutorily Debarred Parties. By using any data or services subject to any such restrictions and regulations, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Violations of system or network security may result in civil or criminal liability. In accordance with these Terms of Service, we will investigate and work with law enforcement authorities to prosecute users who are involved in such violations.

3. Registration, Account Security, and Eligibility

Access to many portions of the Sites ("Restricted Areas") is restricted to Authorized Users to whom we issue usernames and passwords. You are not authorized to access any Restricted Areas unless you have received a password from us. In particular, you may not use another person's password to access the Sites, but you may access Restricted Areas using a password issued to your employer if your employer is a Client Company and has authorized you to use its password (subject to any licensing restrictions that may have been agreed to by your employer in its Agreement with CultureIQ).

You are responsible for maintaining the confidentiality of your password, and you agree not to share your password with anyone or allow anyone to use your account. You also agree to take full responsibility for any activity that occurs through the use of your account. If you become aware that any other person has accessed your account or has obtained your password, you agree to notify us immediately. Even if you notify us, you will be responsible for any damage caused by the breach of security, both before and after the notification.

The Sites contain business-related content that is neither intended nor appropriate for children. Accordingly, you may only register for or use the Sites if you are over the age of eighteen.

4. Accuracy, Privacy, and Use of Personal Information



Whenever we ask you to identify yourself, or for other personal information, you agree to provide truthful, accurate, current, and complete information, and to keep this information current and accurate throughout the time you remain a user of the Sites. You also represent and warrant that you have obtained all necessary consents, approvals and authorizations to provide the personal information to us, and that you are not violating any laws, rules or regulations or the rights of any individual or entity, by providing such personal information.

The [CultureIQ Privacy Policy](#) explains our handling of the personal information we maintain about you. By using the Sites, you indicate that you understand and agree to the information collection, use, and disclosure practices described in our Privacy Policy and any additional notices governing our online services, so you should review them before using the Sites. If you have questions about our privacy practices, please [contact us](#).

You also agree to respect the privacy of other users. If you obtain contact information for any other user through the Sites, you agree to use that contact information only for legitimate business communications and that you will not use information obtained from the Sites to send, cause to be sent, or assist in the transmission of, unsolicited commercial messages (known as "spam") to any other users through any medium. You also agree not to provide contact information for other users obtained through the Sites to any third party.

5. Copyright

The entire contents of the Sites are subject to copyright protection under the laws of the United States and other countries. You acknowledge that misappropriation, misuse, or redistribution of content on the Sites could cause irreparable harm to CultureIQ or to third parties. With respect to the Restricted Areas, permission is granted to display, copy, distribute, and download the materials on the Sites for internal business use only, provided you do not modify the materials (except with respect to tools provided on a Site that expressly allow for users to download such tools and customize them for their own purposes) and that you retain all copyright and other proprietary notices contained in the materials. You may not, however, copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works of, transmit, sell or offer for resale, or in any way exploit any part of the Sites without our express written permission. You also may not "mirror" any material contained on this Site on any other server without prior written permission from CultureIQ.

6. Trademarks

All rights in the product names, company names, trade names, logos, service marks, product packaging, and trade dress, whether or not appearing in large print or with the



trademark symbol (collectively, the "Trademarks") displayed on the Sites belong exclusively to CultureIQ or their respective owners and are prohibited from imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of the Trademarks or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied on the Sites confers on you any license or right under the Trademarks or any patent of CultureIQ or any third party.

7. Limitations on Access to Content

If you wish to make a use of our content that is not permitted by these Terms of Service or by any technological restrictions we impose, you may contact us to describe your proposed use and ask for permission to use the content in the proposed manner, but you may not attempt to reverse-engineer or avoid any technological restrictions that we impose. If we grant permission to use our content in a manner that is inconsistent with these Terms of Service or with any technological restriction we impose, we must do so in writing.

8. No Professional Advice

Any information supplied by any employee or agent of CultureIQ, whether by telephone, e-mail, letter, facsimile, or other form of communication, is intended solely as general guidance on the use of the Sites or other services provided by CultureIQ, and does not constitute legal, tax, medical, accounting, or other professional advice. In addition, the content provided on the Sites, including User Submissions, is intended as general educational information, not specific professional advice. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any content, including User Submissions. You further acknowledge and agree that you will not rely on any content available on or through the Sites. Individual situations and state laws vary, and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions.

9. Dealings with Advertisers and Other Uses

Your correspondence or business dealings with, or participation in promotions of, advertisers or other users found on or through the Sites, including payment for and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third parties on the Sites.

10. Links



We may, as a convenience to users, provide links to third-party content and other websites on the Sites. We do not endorse, sponsor, or accept any responsibility for such material. We are not responsible for the content or privacy practices of any linked websites.

11. Disclaimer of Warranties

Our products and services, including the Sites, any User Submissions, and links from the Sites to any third-party websites, are provided AS IS, and we make NO REPRESENTATION OR WARRANTY OF ANY KIND with respect to them.

WE DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL (a) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (b) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS; (c) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SITES; (d) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA MADE AVAILABLE ON THE SITES OR OTHERWISE BY CULTUREIQ; AND (e) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY CULTUREIQ OR ANY THIRD PARTY. FURTHER, THERE IS NO WARRANTY THAT THE SITES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, (a) THAT THE INFORMATION PROVIDED THROUGH THE SITES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS; (b) THAT THE SITES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (c) THAT DEFECTS OR ERRORS IN THE SITES WILL BE CORRECTED; OR (d) THAT THE CONTENT ON THE SITES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY INFORMATION ON THE SITES IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THESE CHANGES.

12. Limitation of Liability

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING UNDER THESE TERMS OF SERVICE IS YOUR RIGHT TO TERMINATE YOUR USE OF THE SITES. YOU AGREE THAT WE WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, INCLUDING LOST PROFITS OR COSTS OR ATTORNEY'S FEES, ARISING OUT OF OR RELATING TO YOUR USE



OF THE SITES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, DEFAMATION, NEGLIGENCE, OR STRICT LIABILITY. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, our liability in such jurisdictions shall be limited to the extent permitted by law, but the provisions of this section shall in any case be interpreted to limit our liability to the greatest extent permitted by law.

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ANOTHER USER RELATED TO, ARISING FROM, OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITES, YOU RELEASE CULTUREIQ FROM ANY CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH A DISPUTE, AND AGREE TO HOLD CULTUREIQ HARMLESS IN CONNECTION WITH ANY SUCH DISPUTE.

13. Indemnification

YOU AGREE TO INDEMNIFY CULTUREIQ, AND OUR OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, AFFILIATES, PARTNERS, AND LICENSORS (THE "CULTUREIQ PARTIES") AGAINST, AND HOLD THE CULTUREIQ PARTIES HARMLESS FROM, CLAIMS, LIABILITY, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SITES.

14. Modifications to the Sites

We reserve the right, at any time, to modify or discontinue, temporarily or permanently, any Site (or any part thereof), including the Restricted Areas, with or without notice. You agree that we shall not be liable to you or any third party for any modification, suspension, or discontinuance of a Site.

15. Termination

We reserve the right, in our sole discretion, to terminate, suspend, or limit your access to the Sites, or any portion thereof, at any time without notice to you. If we do so, the provisions of these Terms of Service will survive such termination, except that you will not be permitted to use the Sites to the extent that we terminate, suspend, or limit your access. You may also discontinue your own access to the Sites by contacting us in writing to request that your account be terminated.

16. Governing Law and Integration



Unless otherwise agreed in an Order, these terms, shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the choice of law principles). You agree to submit to the jurisdiction of New York courts to resolve disputes.

Unless otherwise specified herein, these Terms of Service constitute the entire agreement between you and CultureIQ with respect to your use of the Sites, superseding any prior or contemporaneous communications and proposals in any form between you and CultureIQ (except with respect to Authorized Users whose authorization to use the Sites is subject to an Agreement).

If any part of these Terms of Service is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms of Service shall remain in effect.

17. No Waiver

You agree that our failure to enforce any provisions of these Terms of Service or respond to a breach by you or other parties does not in any way waive our right to enforce subsequently any terms or conditions of the Terms of Service or to act with respect to similar breaches.

18. No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in these Terms of Service, there shall be no third-party beneficiaries to these Terms of Service.

19. Relationship of the Parties; Electronic Contracting

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CultureIQ as a result of these Terms of Service or your access to and use of the Sites. You further agree that a printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

20. Questions

Please [contact us](#) if you have any questions or comments about these Terms of Service.