

# Terms of Use

Effective Date: January 2017

## 1. Terms of Use

Welcome to The Conference Board Web sites (“Our Sites”). These Terms of Use (“Agreement”) govern your use of Our Sites, including any digital products such as RSS, software, downloads, mobile applications, and other services (collectively, “Our Services”) located on Our Sites. Please read this Agreement carefully, because by visiting or using Our Sites, you agree to be legally bound by and comply with its terms. If you do not agree to comply with the Agreement, you are not authorized to use Our Sites.

The Conference Board (“we” or “us”) amended this Agreement as of January 2017. We may modify it again in the future by posting the amended Agreement on Our Sites, so please check this page regularly. Your continued use of Our Sites and Our Services after we have posted an amended Agreement indicates that you agree to the amended terms.

All terms and rules are immediately effective upon posting. If you fail to follow any rules on Our Sites, whether listed in this Agreement or at other areas on Our Sites, we may terminate your access, without notice or liability, to chat rooms, forums, bulletin boards and other “members only” areas of Our Sites and may pursue other remedies available to us.

## 2. Privacy Policy

Please review our [Privacy Policy](#), which is a part of this Agreement and describes how we handle any personally identifying information about our users.

## 3. Copyright

All material on Our Sites is protected by United States and international copyright law. You must abide by all copyright notices and restrictions contained in Our Sites.

You may not reproduce, distribute (in any form including over any local area or other network or service), display, perform, create derivative works of, sell, license, extract for use in a database, or otherwise use any materials (including computer programs and other code) on Our Sites (“Site Material”), except that you may download Site Material in the form of one machine readable copy that you will use only for personal, noncommercial purposes only if you do not alter Site Material or remove any trademark, copyright or other notice displayed on the Site Material.

If you are a subscriber to any of the services offered on Our Sites, you may be permitted to use Site Material, according to the terms of your subscription agreement.

If your employer is a member of The Conference Board, then for the term of such membership we hereby grant to you a paid-up, perpetual, irrevocable, non-exclusive, limited license to download Site

Material in the form of one machine readable copy that you will use only for personal, noncommercial purposes on the condition that (a) you do not alter Site Material or remove any trademark, copyright or other notice displayed on the Site Material; and (b) where applicable, you clearly designates TCB as the source as follows “© [YEAR] The Conference Board, Inc. All rights reserved”. As an employee of a member of The Conference Board, you may retain copies of Site Materials for internal and archival use after your membership term expires, but such retention must be solely within the scope of this license grant or your membership agreement.

The Conference Board reserves all rights not expressly granted in this Agreement. Any use beyond the scope of this Agreement shall require the permission of, and a separate license grant from, The Conference Board.

If you believe any Site Material infringes your copyright, you should notify the agent we have designated with the Copyright Office. (For more information, see our section on the procedure for notifying us of copyright infringement, or visit the Copyright Office web site containing a directory of designated agents.)

#### 4. Trademarks

“THE CONFERENCE BOARD,” the TORCH LOGO, “ACROSS THE BOARD”, “THE CONFERENCE BOARD REVIEW”, and other logos, indicia and trademarks featured on Our Sites are trademarks owned by The Conference Board Inc. in the United States and other countries (“Our Trademarks”).

You may not use Our Trademarks in connection with any product or service that does not belong to us nor in any manner that is likely to cause confusion among users about whether we are the source, sponsor, or endorser of the product or service, nor in any manner that disparages or discredits us.

#### 5. Links, Frames, and Metatags

You may link to the public pages of Our Sites, as long as the link does not cast us in a false or misleading light. You may not link to the other pages of Our Sites. You may not frame the content of Our Sites. You may not use metatags or any other “hidden text” that incorporates Our Trademarks or our name without our express written consent.

#### 6. Links to Other Websites

Our Sites contain links to other Web sites that we think may be of interest to you. We have no control over these other sites or their content. Except for information, products or services clearly identified as being supplied by The Conference Board, we do not in any way review, operate, or control any material, information, products or services on other sites. Be sure to read the terms of use and privacy policies that govern your use of other sites. Because we are not responsible for the availability of these outside resources or their content, you should direct any concerns regarding any other sites to the administrator or webmaster of that site.

#### 7. User Generated Content

Please be aware that messages, reviews, text, recordings, photographs, and any other content you post or submit to Our Sites are not private or confidential. You grant us a perpetual, nonexclusive, world-wide, irrevocable, royalty-free, unrestricted right (with the right to sublicense the right) to use,

reproduce, transmit, excerpt, modify, publish, publicly display, publicly perform, create derivative works of, adapt, translate, transmit, host, cache, tag, encode, or distribute (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or hereinafter developed, any message, file, data or other communication you post or submit on our Sites.

You acknowledge that any submissions you make to the Services (i.e., user-generated content including but not limited to: comments, forum messages, reviews, text, video, audio and photographs, as well as computer code and applications) (each, a "Submission") may be edited, removed, modified, published, transmitted, or displayed by The Conference Board, Inc. and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you. Submissions made to the Services may also be included in our RSS feeds, APIs and made available for republishing through other formats.

Our Sites may include blogs, chat rooms, forums, bulletin boards, and other mechanisms to display user generated content (collectively "Bulletin Boards") that allow you to communicate with us and other users. We do not control the messages, information or files delivered to Bulletin Boards. Messages, materials, other communications, and other content distributed through the Bulletin Boards on Our Sites represent the opinions of the individual authors only and do not reflect the opinions or views of The Conference Board, Inc., its member companies, subsidiaries, partners, or any institutions with which the author is affiliated. There are no representations or warranties that any of the expressed opinions and other content are correct, factually accurate, or complete.

You agree not to:

1. upload, post, display, distribute or otherwise publish on the Bulletin Boards any material that is libelous, defamatory, discriminatory, obscene, pornographic, harassing or abusive, infringes any copyright, trademark, or other proprietary right, violates any right of publicity or privacy, or is otherwise illegal;
2. use Our Sites to post deliberately disruptive repetitive messages or distribute chain letters, junk mail, "spamming" solicitations or other bulk communications of any kind;
3. impersonate any other person or entity while using Our Sites; or
4. upload any information, files, code or other materials that contain viruses or are able to disrupt or damage Our Sites, software, hardware or equipment or collect or use information about other users for any purpose.

You agree to be courteous in your use of the Bulletin Boards and to refrain from engaging in personal attacks and using language that is abusive, discriminatory, or constitutes hate speech. You also agree to use the Bulletin Boards in a noncommercial manner only and you may not distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services without the express written permission of The Conference Board, Inc.

You are solely responsible for any content you post on our Bulletin Boards. However, while we do not monitor all material posted on our Bulletin Boards and are not responsible for the content of such material we have the right, but not the obligation, to terminate your access and/or remove or edit any content that in our judgment does not comply with this Agreement and the rules on Our Site or is otherwise objectionable or inaccurate.

## 8. Disclaimers

THE CONTENT MADE AVAILABLE ON OUR SITES ARE AVAILABLE “AS IS” AND “AS AVAILABLE.” WE DO NOT WARRANT THAT OUR SITES WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN MATERIALS AVAILABLE THROUGH OUR SITES. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF ANY MATERIAL OR DATA OR ENDORSE ANY ADVICE, OPINION OR STATEMENT DISPLAYED OR DISTRIBUTED ON OUR SITES OR AVAILABLE THROUGH LINKS ON OUR SITES. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN OUR SITES. The Conference Board does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Services by any user, information provider or any other person or entity. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY OPINION, ADVICE, STATEMENT, OR INFORMATION SHALL BE AT YOUR OWN RISK.

TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WE DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THE PURPOSE OR INTENDED USE HAS BEEN DISCLOSED) WITH RESPECT TO OUR SITES OR ANY SITE MATERIALS, SERVICES OR GOODS THAT ARE AVAILABLE, ADVERTISED OR SOLD THROUGH OUR SITES.

ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, “TROJAN HORSES” OR OTHER DESTRUCTIVE FEATURES TO OUR SITES, WE DO NOT GUARANTEE OR WARRANT THAT OUR SITES OR MATERIALS THAT MAY BE DOWNLOADED FROM OUR SITES DO NOT CONTAIN SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO SUCH FEATURES. YOU RELY ON OUR SITES AND ANY MATERIALS AVAILABLE THROUGH THEM SOLELY AT YOUR OWN RISK.

## 9. Limitation of Liability

WE AND OUR OFFICERS, TRUSTEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS ARE NOT LIABLE FOR (1) ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OUR SITES, SITE SERVICES, SITE MATERIALS, THIS AGREEMENT OR YOUR USE OF THEM, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR LEGAL OR EQUITABLE THEORY OR (2) FOR ANY CLAIM, LOSS OR INJURY BASED ON ERRORS, OMISSIONS, INTERRUPTIONS OR OTHER INACCURACIES IN OUR SITES, INCLUDING CLAIM, LOSS OR INJURY THAT RESULTS FROM YOUR BREACH OF ANY PROVISION IN THIS AGREEMENT.

If the foregoing limitation is held to be unenforceable, our maximum liability will not exceed the amount you paid, if any, for use of Our Sites during the period when your claim accrued. Some jurisdictions do not allow the limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## 10. Representations and Warranties

You represent, warrant and covenant (a) that no materials of any kind submitted by you will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (b) that you

are at least thirteen years old. You agree to indemnify, defend, and hold harmless us and our trustees, directors, officers, parents, subsidiaries, affiliates, agents, information providers, licensors, and licensees against all liabilities, losses, expenses, damages and costs, including but not limited to reasonable attorneys' fees, which we incur as a result of your violation of this Agreement, or, if you are a subscriber to any of the services on Our Sites, your failure to fulfill any obligations relating to your account, whether incurred by you or any other person using your account. We have the right, but not the obligation, to take over the exclusive defense of any claim for which we are entitled to indemnification. You agree to provide us with whatever cooperation we reasonably request.

## 11. Termination

We reserve the right to terminate this Agreement at any time without notice for any reason, including your violation of any of the Agreement provisions. If the Agreement is terminated, the following provisions will survive: Limitation of Liability, Disclaimer, Indemnification, Governing Law, and Forum Selection.

## 12. Governing Law

This Agreement and any claim or dispute relating to it will be governed by the laws of the State of New York applicable to contracts made and performed therein without regard to its conflicts of law principles.

## 13. Forum Selection

You agree to submit to the exclusive jurisdiction of the state and federal courts sitting in the State and County of New York, and you waive any jurisdictional, venue or inconvenient forum objections to such courts.

## 14. Severability

If any provision of this Agreement is determined to be unlawful, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity and enforceability of any remaining provisions.

## 15. Procedure for Notifying The Conference Board of Copyright Infringements

We intend that all material on Our Sites respect the copyright rights of third party. However, we may inadvertently make a mistake, and we cannot monitor all material posted on Our Sites. If you notify us that any material posted to Our Sites infringes a copyright, that material will be removed according to the procedures prescribed by the Copyright Act and set forth below.

A notice of infringing material that complies with the Copyright Act, 17 U.S.C. § 512 (3), ("Notice") must be sent to the agent we have designated with the Copyright Office:

General Counsel  
The Conference Board  
845 Third Avenue

New York, NY 10022

To comply with § 512 (3) of the Copyright Act, the Notice must be in writing and must include: the complainant's signature; information sufficient to locate the infringing material; information sufficient to contact the party providing notice (the "complaining party"); a statement of good faith belief of unauthorized use; and a statement under penalty of perjury that the information in the Notice is accurate.

Once we receive a satisfactory Notice, we will remove the material immediately. We will promptly take reasonable steps to inform the user who posted the allegedly infringing material (the "alleged infringer") of the Notice and subsequent removal. The alleged infringer may then provide us with counter-notice ("Counter-notice) that the initial infringement notice was erroneous. Such Counter-notice must be in writing and must include: a signature; identification of the removed material; identification of the location where the material appeared before removal; a statement of good faith belief that the material was removed in error; the alleged infringer's name, address, and telephone number; and a statement of consent to jurisdiction in federal district court.

Upon receipt of a Counter-notice, we will notify the complaining party and restore the material within 10 to 14 business days of the Counter-notice, unless the complaining party informs us that an action for a restraining order has been commenced in federal court.