

TowersPerrin.com Terms of Use

All Site Visitors

The Terms of Use set forth below govern the use of the towersperrin.com website (“Site”) by all visitors to the Site. By viewing and using towersperrin.com, you agree to conduct yourself, and to use the Site and its content, in accordance with all Terms of Use applicable to the sections of the Site you choose to visit. If you choose to disagree with these Terms of Use, you must refrain from using the Site.

- **Subscriber-based services**

Certain non-public sections of this Site may be available only to subscribers to certain services offered by Towers Perrin. These Terms of Use may be modified or supplemented by different or additional terms posted in the subscriber-based sections of the Site. Subscribers should consult the specific terms applicable to those sections of the Site before viewing the content posted in them.

- **Careers**

Similarly, visitors to our Careers web pages should review the additional terms posted in the Careers section of the Site.

If you have any questions about any Terms of Use, please contact webmaster@towersperrin.com.

Nature of Site Content

- **Informational Purposes**

The content posted on this Site consists of general information which we believe would be of interest to our clients or prospective clients, to those seeking employment in the management consulting field, and to the general public. You should view the content solely for informational purposes.

- **No Professional Advice**

None of the content of the Site constitutes professional advice or establishes any business or professional relationship between Towers Perrin and any person or entity. None of the content takes the specific facts and circumstances of your situation or your particular needs and goals into account, and we cannot be responsible for any use you may make of the content or any decision you may make in reliance on it. To seek professional consulting advice tailored to your

business, please contact your Towers Perrin relationship manager or your nearest Towers Perrin office.

Ownership of Site and Content

- **Ownership of Intellectual Property**

Unless otherwise stated, this Site and the content of this Site, including all text, graphic images, audio, video, html code, buttons, programs, publications, designs, logos, products, services, processes, software, technology, information, know-how and ideas contained on it, together with all copyrights, trade and service marks, patents, and other intellectual property rights in such content, are the exclusive property of Towers Perrin or third-parties who have granted Towers Perrin limited rights to use them.

The trade and service marks “Towers Perrin”, “Tillinghast”, “Claytons” and “ISR” belong exclusively to Towers Perrin (or our affiliates). Other trade and services marks and logos displayed on this Site belong exclusively to Towers Perrin (or our affiliates) or to their respective owners.

- **No Rights Conferred**

This Site does not confer upon any visitor any interest, license or right to any proprietary or intellectual property right or interest of Towers Perrin or any third party, or any right to use, reproduce or modify any content of the Site, except for the limited use permitted in these Terms of Use or the additional terms for applicable sections of the Site.

Use of Site

- **Permission to Use**

Subject to the conditions set forth below, any visitor to this Site may read, display, link to, download, and make electronic or print copies of selected content from the public sections of this Site solely for the following purposes:

- the visitor’s non-commercial, personal use;
- the visitor’s non-commercial, educational use at a *bona fide*, accredited institute of higher education, such as a college or university; or
- the internal use of the visitor’s employer if, and only if, that employer is a client of Towers Perrin, that is an organization for which we currently perform professional services under contract.

No content may be used or reproduced in any way for any other purpose.

- **Commercial Use**

Any visitor desiring to make any commercial use of the Site or its content must contact webmaster@towersperrin.com to obtain our express permission prior to making any such use. Towers Perrin reserves the right to decline, in its sole and absolute discretion, such permission.

- **Subscribers**

The Terms of Use for the subscription-based sections of this Site may grant to subscribers additional permissions applicable to content found in those sections. Subscribers should consult the Terms of Use for the relevant sections of the Site.

- **Conditions of Use**

All use and reproduction of the content of this Site that we permit is subject to the following conditions:

- No copyright, trademark or other proprietary notices are removed from the content;
- The selected material is reproduced in its entirety (e.g., the entire report or article);
- The content is clearly attributed to Towers Perrin;
- All recipients understand the informational nature of the content; and
- No significant amount of Site content may be downloaded into or stored in any searchable database.

- **Site Etiquette**

Visitors to this Site are expected to conduct themselves in a businesslike and professional manner. You may not submit or post any material that is defamatory, obscene, pornographic or likely to offend other visitors. You may not take any action that may impair the ability of the Site to function in a proper manner. We would appreciate your reporting any violation of these Terms of Use that come to your attention to. webmaster@towersperrin.com.

Your Privacy

This Site is administered by Towers Perrin. We want all visitors to feel secure when using this Site and have a strong commitment to protecting the privacy of any personal data you may provide to us via this Site.

- **What Personal Data Does the Site Receive?**

This Site may gather your personal data in a couple of ways:

- Indirectly through the operation of the Site's own technology (when, for example, the Site captures your internet IP address (i.e., numbers assigned to your computer whenever you use the Internet) in its internet access logs or when the Site creates cookies when you access it), as explained more fully in the discussion below about the use of cookies; and
- directly when you voluntarily submit your personal data to us (for example, when you order a publication, register for an event, participate in an online survey, or apply for employment or otherwise contact us).

For additional information about the Site's indirect collection of your personal data, please see the discussion below about the use of cookies.

When we directly request your personal data, we will notify you at the point of our request about why we are asking for it and how it will be used. You may decide whether or not you are comfortable providing the requested information.

- **Use of Personal Data**

When you directly submit your personal data to the Site, we will use it for the purposes for which we request it. Please see the discussion below concerning the use of cookies and indirectly gathered personal data.

- **Data Submitted to Careers Web Pages**

Visitors directly submitting personal data to the Careers section of the Site should understand that Towers Perrin will use the data in connection with our recruitment activities. We may keep your personal data on files for the period permitted by law for the purpose of considering you for additional employment opportunities.

- **Sharing Personal Data**

As a global firm, we may share any personal data you directly submit to the Site internationally throughout our worldwide organization. We may also share it with our advisors, sub-contractors or other organizations with which we maintain alliances. Again, the use of your directly-submitted personal data would be limited to the purposes for which you submitted it to us.

As explained in the discussion below concerning the use of cookies, our service partner, Coremetrics, may, on our behalf, capture and store certain personal data, including your internet IP address, ID, city, state, zip code, and email address.

We do not sell any personal data to anyone.

- **Data Security?**

We take appropriate steps to maintain the security of your personal data on the Site and within our organization.

- **Disclosure Required by Law**

We reserve the right to disclose your personal data to third parties, including governmental authorities, as required by law. This means, for example, that we may disclose your personal information as required by a subpoena served upon us or other court or regulatory order issued to us.

Links

This Site provides various links that lead to services or websites which we believe may be of interest to visitors but which we do not operate or control. The presence of a link on this Site is not an endorsement or recommendation of the linked service or website. We take no responsibility for any linked service or website.

Use of Cookies on Our Site

- **What Is a 'Cookie'?**

A cookie is a text-only string of information that a Web site transfers to the cookie text file of your browser (for example, Internet Explorer or Netscape) if your browser has been set to accept them. Your browser then stores this information onto your computer's hard drive. This enables the Site to recognize you between visits, thereby saving you time in helping you to navigate the Site more easily.

A cookie will typically contain the name of the domain from which the cookie originated, the "lifetime" of the cookie and a value such as a randomly generated unique number.

- **Disabling Cookies**

You can delete or reject any cookies that have been installed in the cookie folder of your browser. Each browser is different, so you will need to check your specific browser's "Help" menu to learn how to change the cookie preferences. You can also set your browser to notify you when a site sends you a cookie.

Please note, however, that if you disable all cookies, you may not be able to access some parts of our Site or they may not display in an easy to read format.

- **Site Monitoring and Usage Data**

We have contracted with Coremetrics, a service partner, to provide data collection and reports regarding the activities of visitors and subscribers on our Site. This is standard practice for Web hosts.

- **How We Use Cookies on Our Site**

Session Cookies

These are temporary cookies that remain in the cookie file of your browser until you leave the Site. Once you close your browser, this information is erased.

At various pages of our Site, we may use these session cookies for a number of purposes, including:

- If you are a subscriber or purchasing an item on our Site, to maintain session and authentication information when you log on;
- To enable various components of an application, e.g., to stop you from submitting multiple forms; and
- To permit the information to display on your screen in a user friendly way.

Persistent Cookies

These remain in the cookie file of your browser for longer (how long depends on the lifetime of the specific cookie).

At various pages of our Site, we may use these for a number of purposes, including:

- To store information about which you have expressed an interest; and
- In demo situations, to record whether you have accepted a legal agreement prior to viewing the demo

- **What We Record**

For this Site we record the following:

- IP addresses of users accessing the Site (in other words, what Internet Service Provider they are using);
- The end user's browser and system configuration;
- Referring sites/search engines;
- Generalized Site activity information, including top pages visited, amount of time spent on the Site, files that were downloaded from the Site, services or products visited or purchased, etc.

For portions of our Site that require a user to log on, we are able to track usage on an individual level after a user logs in. In these cases, we also record:

- The number of times particular users log in to our Site; and
- Information about individual usage habits, e.g., what sections of the Site are accessed most frequently.

- **How We Use the Data**

Coremetrics uses cookies, on our behalf, and may receive information about your browsing and purchasing activity. Coremetrics may, on our behalf, capture and store certain personal data, including your IP address, ID, city, state, zip code, and email address. Under no circumstances may Coremetrics use your personal data for any reason other than providing services to us to make our Site more useful and efficient.

We may evaluate our Site content and services and tailor our Site for visitors and subscribers based on other information we collect such as IP addresses, pixel tags (or clear gifs), and the type of Internet browser or operating system you are using. This information is collected in the aggregate, but we may tie it to your personal data through cookie use as described above.

Towers Perrin may also use the collected data to bring information or materials to your attention based on your preferences, to alert you to new Site features, or inform you about those services and products we offer that may be of interest to you.

The data are not shared with any third party for any commercial purposes.

- **How Can You Make Inquiries About the Information We Collect?**

If you have a question or concern about the use of cookies on this Site maintained by Towers Perrin, please contact webmaster@towersperrin.com.

Compliance with Laws

Visitors must make sure they comply with the laws of the jurisdiction from which they access this Site and agree to refrain from accessing or using this Site or its content in violation of such laws. You may not submit any information to this Site unless you are legally entitled to do so.

Unsolicited Ideas

Towers Perrin does not accept unsolicited idea or material submissions outside of current established and documented business relationships. Accordingly, we will not treat any unsolicited idea or material you submit to this Site to be confidential or proprietary to you. Towers Perrin may develop, use and freely disclose or publish any submitted idea or material without compensating you or accounting to you.

Limitations

- **Content Provided “As Is”**

While we have attempted to offer content on this Site that is timely and accurate, this Site and all content are provided on an “as is” basis. We may change the content at any time without notice and will not be liable for errors or omissions in the content. We do not guarantee that the Site or its content will be error free or that it will be available for your use on an ongoing or continuous basis or within any given timeframe.

- **No Representations or Warranties**

Towers Perrin expressly disclaims all express and implied warranties, including all implied warranties of merchantability, fitness for a particular purpose, compatibility, title, and non-infringement. Visitors use this Site at their own risk and assume full responsibility for any losses arising from the use of the Site and its content.

- **Limitation of Liability**

The public portions of this Site are made available to visitors free of any charge, and the subscriber-based portions are made available at a nominal charge. In

exchange for its availability, each visitor agrees that Towers Perrin will not be liable to any person or entity for any direct, indirect, incidental, special, exemplary, consequential, or other damages (including, but not limited to, lost profits, business interruption, loss of programs or data) without regard to the form of action and whether in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with the Site, any content on this Site or any service or website linked to this Site

- **Severability**

If any limitation set forth in these Terms of Use, or any term applicable to any section of this Site, is not fully enforceable for any reason, the remainder shall nonetheless continue in effect.

- **Governing Law**

These Terms of Use, any additional terms applicable to sections of this Site, and any legal action or proceeding relating to this Site shall be governed by the laws of the State of New York, without reference to its choice of law rules.