



KETHYR SOLUTIONS

Questions answered. Problems solved.™

www.kethyr.com • 650/969-2865 • privacy@kethyr.com

Kethyr Solutions Privacy Policy

IMPORTANT: Please read this Privacy Policy carefully before accessing this Website.

Kethyr Solutions is committed to protecting the privacy of our customers and visitors to this Website. Kethyr Solutions utilizes safeguards designed to protect the privacy of all personal information. We will not use your information in any manner not disclosed in this privacy statement. This Privacy Policy governs the use and practices of www.kethyr.com.

This Privacy Policy creates a legal agreement between you (“You”) and Kethyr Solutions (“Kethyr”) that governs: (1) the information of Kethyr (the “Information”) made available through this Website; (2) the nature of the relationship between You and Kethyr; (3) Kethyr’s use of Your information gathered by it through this Website; and (4) Your use of this Website, related systems, and the Information (collectively, the “Kethyr Site”). By accessing any portion of the Kethyr Site, You are indicating that You have read and understood, and that You assent to be bound by, this Privacy Policy, which may be amended from time to time by Kethyr Solutions pursuant to the terms herein. If You do not agree to this Privacy Policy, You are not permitted to access the Kethyr Site.

1. No Professional Advice

The Information is made available for general informational and marketing purposes only, and is not intended to constitute specific professional advice or to be a substitute for advice from a qualified professional. Without limiting the foregoing, the Information may not reflect recent developments, may not be complete, and — because the Information is general in nature — may not pertain to Your specific circumstances. You should not act or refrain from acting based on any Information without first obtaining advice from a qualified professional.

2. No Client-Contractor Relationship

Kethyr Solutions has a policy of entering into client-contractor relationships with its clients only in accordance with certain procedures. You agree that Your access of the Kethyr Site or receipt of the Information, or Your transmission of electronic mail to addresses on the Kethyr Site, does not create a client-contractor relationship between You and Kethyr Solutions.

3. Privacy. With respect to information submitted or collected on the Kethyr Site, You accept Kethyr’s Privacy Policy as set forth in this document. This document does not pertain to, and Kethyr is not responsible for the privacy practices of, any third-party

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Websites to which the Kethyr Site hyperlinks. Certain areas of the Kethyr Site may be subject to additional privacy-related provisions, links to which will be posted in those areas.

3.1 Activity Logging — When You use the Kethyr Site, which may be hosted in part or in its entirety by a third party, the Kethyr Site will collect information indirectly and automatically (through, for example, the use of “cookies” or Your “IP address”) about Your activities. Kethyr uses this activity information (the “Activity Information”) for internal purposes such as to administer the Kethyr Site, improve the Kethyr Site, and help Kethyr understand how the Kethyr Site is being used including the demographics and “clickstreams” of its visitors. “Cookies” are small pieces of information stored on Your hard drive, not on the Kethyr Site. You are always free to decline cookies if Your browser permits, but in that case, some portions of the Kethyr Site may not operate properly. An “IP Address” is a number that is automatically assigned to Your computer when You use the Internet.

3.2 Personally Identifiable Information — The Kethyr Site is designed so that You may generally browse it without providing any Personally Identifiable Information (defined below). Certain areas of the Kethyr Site, however, may require or allow the voluntary submission of Personally Identifiable Information (for example, registration to receive Kethyr publications). Kethyr uses Your Personally Identifiable Information for the purposes for which it was submitted by You to Kethyr and for Kethyr to send you publications and invitations that may be of interest to you. Except as otherwise set forth in this document, Kethyr does not share Your Personally Identifiable Information with third parties. “Personally Identifiable Information” means information that would allow someone to identify or contact You, such as Your name, physical or electronic mail address, and telephone number; provided, however, that Personally Identifiable Information does not include aggregated information that, by itself, does not permit the identification of individual persons and does not include the Activity Information.

3.3 Removal of Personally Identifiable Information — Kethyr will use reasonable efforts to remove Your Personally Identifiable Information from our then current Kethyr Site at any time upon Your written request to privacy@kethyr.com. Such removal of Personally Identifiable Information will not ensure the permanent removal of such Personally Identifiable Information from the Kethyr Site. For example, such Personally Identifiable Information may remain in Kethyr’s archival or backup copies of the Kethyr Site.

3.4 Additional Disclosure of Personally Identifiable Information — Kethyr
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may share Personally Identifiable Information with third parties, including affiliated firms and third parties performing services for or on behalf of Kethyr. Such services may include communications, database, event management, hosting, mailing, and marketing services. Kethyr Solutions reserves the right to use our client's names and any original material provided to our clients by Kethyr Solutions for the sole purpose of marketing Kethyr Solutions services. Additionally, Kethyr cannot fully ensure that Your Personally Identifiable Information will not be disclosed to third parties. For example, Kethyr may be legally obligated to disclose information to the government or third parties under certain circumstances, third parties may circumvent Kethyr's security measures to unlawfully intercept or access transmissions or private communications, or an error may occur in the administration of the Kethyr Site. In the unlikely event that Kethyr needs to investigate or resolve possible problems or inquiries, Kethyr may, and You authorize Kethyr to, disclose any information about You to government officials as permitted by applicable law.

3.5 Miscellaneous Privacy Terms — Kethyr has implemented and follows appropriate technical measures to protect against the risks of unauthorized access to, erroneous disclosure of, and unlawful interception of Personally Identifiable Information. You should know, however, that Kethyr cannot fully eliminate such risks. Kethyr hopes this document clarifies Kethyr's procedures regarding its collection, use and disclosure of Your information including Personally Identifiable Information. From time to time, Kethyr may modify this document. Such modifications will be effective on the date that Kethyr posts the modified statement to the Kethyr Site. Questions or concerns regarding Kethyr's Privacy Policy may be submitted to privacy@kethyr.com.

4. General Terms of Use

4.1 Prohibited Uses — You will not use the Kethyr Site in violation of any applicable law. Without limiting the foregoing, You will not use the Kethyr Site in connection with (a) the infringement of intellectual property rights including Kethyr's rights in its marks and its articles and alerts; (b) the unauthorized transmission of unsolicited commercial electronic mail; (c) the transmission of defamatory materials; or (d) fraud. You will not violate, attempt to violate, or knowingly facilitate the violation of the security (including access control or authentication systems) or integrity of the Kethyr Site.

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4.2 Copyright in Information — The Kethyr Site including the Information is protected by United States and international copyright laws. All rights are reserved. Subject to the terms of this Privacy Policy, Kethyr grants to You a limited, nonexclusive, personal license to access, view, download and print the Information solely for noncommercial and informational purposes. You may not modify the Information in any way and You may not remove or obscure any copyright or permission notices provided on or in connection with the Information. Kethyr does not grant to You any rights in its marks. You are free to hyperlink to any page in the publicly available pages of the Kethyr Site; provided, however, that You agree to remove any such hyperlink upon Kethyr's written request.

4.3 Electronic Mail — Subject to Section 4.1, You may send electronic mail to those addresses made available on the Kethyr Site for the purposes of requesting alerts or other news notification services, submitting voluntary survey responses, responding to or making inquiries regarding Kethyr events, requesting information regarding Kethyr or services offered by Kethyr, and inquiring about employment opportunities. You agree to cease sending electronic mail to any Kethyr address upon Kethyr's request. You agree that electronic mail sent by You to Kethyr will not be treated as confidential or invoke a client-contractor relationship. Notwithstanding the foregoing, You acknowledge that electronic mail and the Internet are generally insecure media of communication, and Kethyr cannot guarantee the confidentiality of any electronic mail sent to or received by it or any information submitted by You to Kethyr through the Kethyr Site.

4.4 No Warranty of Results — The Information may contain descriptions of matters in which Kethyr successfully represents its clients. The results of these matters were dependent on their specific circumstances, and are in no way intended to be predictive of future results, even in similar circumstances, or offer any type of guarantee or assurance of outcome. Information pertaining to Kethyr clients may not reflect the opinions of such clients.

4.5 No Warranties — THE KETHYR SITE IS PROVIDED TO YOU "AS IS." YOUR ACCESS AND USE OF THE KETHYR SITE IS AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY THE LAW AND RULES OF PROFESSIONAL RESPONSIBILITY IN THE APPLICABLE JURISDICTION, KETHYR DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM

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INTEGRATION, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT, AND UNINTERRUPTED OR ERROR FREE OPERATION.

4.6 Disclaimer of Liability — TO THE EXTENT PERMITTED BY THE LAW AND RULES OF PROFESSIONAL RESPONSIBILITY IN THE APPLICABLE JURISDICTION, KETHYR SOLUTIONS DISCLAIMS LIABILITY FOR ANY LOST PROFITS OR INCOME, LOST BUSINESS, OR LOST DATA, OR FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THE KETHYR SITE.

4.7 Third-Party Information — Mention of third parties and their products or services is for informational purposes only and does not constitute an endorsement by Kethyr. Kethyr assumes no responsibility with regard to the selection, performance or use of these products. All understandings, agreements, or warranties, if any, take place directly between the vendor and prospective users. Kethyr may hyperlink to or otherwise make third party information available on the Kethyr Site. This is done solely for the purposes of convenience. Kethyr does not endorse or approve of any such third-party information or such third parties.

4.8 Miscellaneous — You agree that any dispute arising out of or in connection with the Kethyr Site or this Privacy Policy will be governed by the laws of the State of California without reference to conflict of legal principles that would require the application of the laws of any other jurisdiction, and You submit to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco County, California. In the event that You gain access to information not intended to be accessed by You, You agree that You will immediately notify Kethyr and lawfully destroy all copies of such information in Your possession. Kethyr may be contacted at privacy@kethyr.com.