

Terms of Use

www.wje.com

Issue Date: 12 October 2007

Wiss, Janney Elstner Associates, Inc. ("WJE") operates this Site to provide online access to information about WJE and the services, and opportunities WJE provides. By accessing and using this Site, you agree to each of the terms and conditions set forth herein ("Terms of Use"). Additional terms and conditions applicable to specific areas of this Site or to particular content or transactions may also apply and, together with these Terms of Use, govern your use of those areas, content or transactions. These Terms of Use, together with applicable additional terms and conditions, are referred to as this "Agreement."

WJE reserves the right to modify this Agreement at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. The last date these Terms of Use were revised is set forth below.

1. Use of Site

You may use the Site, and the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (singly or collectively, the "Content") solely for your non-commercial, personal purposes and/or to learn about WJE. No right, title or interest in any Content is transferred to you, whether as a result of downloading such Content or otherwise. WJE reserves complete title and full intellectual property rights in all Content. Except as expressly authorized by this Agreement, you may not use, alter, copy, distribute, transmit, or derive another work from any Content obtained from the Site or the Service, except as expressly permitted by the Terms of Use.

2. Copyright

The Site and the Content are protected by U.S. and/or foreign copyright laws, and belong to WJE or its partners, affiliates, contributors or third parties. The copyrights in the Content are owned by WJE or other copyright owners who have authorized their use on the Site. You may download and reprint Content for non-commercial, non-public, personal use only (If you are browsing this Site as an employee or member of any business or organization, you may download and reprint Content only for educational or other non-commercial purposes within your business or organization, except as otherwise permitted by WJE). You may not manipulate or alter in any way images or other Content on the Site.

3. Trademarks

You are prohibited from using any of the marks or logos appearing throughout the Site without permission from the trademark owner, except as permitted by applicable law.

4. Links to Third-Party Web Sites

Links on the Site to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by WJE of the third party, the third-party web site, or the information contained therein. WJE is not responsible for the availability of any such web sites. WJE is not responsible or liable for any such web site or the content thereon. If you use the links to the web sites of WJE affiliates or service providers, you will leave the Site, and will be subject to the terms of use and privacy policy applicable to those web sites.

5. Linking to this Site

If you would like to link to the Site, you must follow these guidelines. Unless specifically authorized by WJE, you may not connect "deep links" to the Site, i.e, create links to this site that bypass the home page or other parts of the Site. You may not mirror or frame the home page or any other pages of this Site on any other web site or web page.



Terms of Use

www.wje.com

Issue Date: 12 October 2007

6. Downloading Files

WJE cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

7. Disclaimer of Warranties

WJE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICE OR THE CONTENT. WJE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SITE, THE SERVICE, THE CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE SITE. WJE DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. WJE DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THE SITE, THE SERVICE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

8. Limitation of Liability

IN NO EVENT WILL WJE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF WJE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, WJE'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00.

9. Indemnification

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless WJE, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers to the Service from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site, the Service, or the Content, or any violation by you of this Agreement.



Terms of Use

www.wje.com

Issue Date: 12 October 2007

10. User Conduct

You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the Site in any manner that might interfere with the rights of third parties.

12. Unsolicited Idea Submission Policy.

WJE or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, marketing strategies, new or improved products, technologies, services, processes, materials, or new product names.

13. User Supplied Information

WJE does not want to receive confidential or proprietary information from you via the Site. You agree that any material, information, or data you transmit to us or post to the Site (each "Submission or collectively "Submissions") will be considered non confidential and non proprietary. For all Submissions, (1) you guarantee to us that you have the legal right to post the Submission and that it will not violate any law or the rights of any person or entity, and (2) you give WJE the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from the Submission, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

14. General Provisions

- a. Entire Agreement/No Waiver. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by WJE of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- b. Correction of Errors and Inaccuracies. The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. WJE therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. WJE does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.
- c. Enforcement/ Choice of Law/ Choice of Forum. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes relating to this Agreement, your use of the Site, any other WJE web site, the Service, or the Content are governed by, and will be interpreted in accordance with, the laws of the State of Illinois, without regard to any conflict of laws provisions.
- d. Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to WJE, Attn. Website Manager, 330 Pfingsten, Northbrook, IL 60062.