

CSRHub Terms of Service

These terms apply to your use of the websites operated by CSRHUB LLC including sites located at www.CSRHub.com and any other sites co-branded with CSRHub and any third party (collectively, the "Site"). By using the Site, you agree to these terms, the CSRHub privacy policy, and all other guidelines or policies referenced herein (collectively, the "Terms").

1. Definitions. A "User" is a person who uses the site in any manner. The terms "we", "us", "our", and "CSRHub", refer to CSRHub, LLC, a limited liability company organized in the State of New York. A "Registered User" is a User who has registered to use the Site. A "Subscriber" is a user who has paid a fee to use additional features on the Site beyond those available to Registered Users. The terms "you" and "your" refer to you, as a User of the Site and, in the case of a Subscriber includes the enterprise or organization these users work for or belong to. "Content" means text, images, audio, video, and all other forms of data or communication. "Your Content" means Content that you submit or transmit to or through the Site, such comments and information that you display as part of your account profile. "User Content" means Content that Users submit or transmit to or through the Site including Your Content. "CSRHub Content" means Content that we create and make available on the Site including ratings. "CSRHub Data" means CSRHub Content specifically relating to the ratings of companies, but does not include Company Reports. A "Company Report" is a report prepared and distributed to an individual User for a fee. "Third Party Content" means Content that is made available on the Site by parties other than CSRHub or its users, such as data providers who license data to CSRHub for use on the Site. "Site Content" means all of the Content that is made available on the Site, including Your Content, User Content, Third Party Content, and CSRHub Content.
2. Changes to the Terms of Service. We may modify the Terms from time to time. When we make changes, we will notify you by making the revised version available on this webpage. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. Your continued use of the Site after any posted modification to the Terms of Service indicates your acceptance of the modification.
3. User Accounts. To use some of features on the Site, you will be required to become a Registered User or Subscriber by creating an account and providing information about yourself to us. You are responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.
4. User and Registration Obligations. In consideration of your use of the Site, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Site's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or CSRHub has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CSRHub has the

right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). If a User registers or subscribes on behalf of a corporation, limited liability company, partnership, limited partnership or other entity, such User represents and warrants that he/she has authority to take such action on behalf of the respective entity. Any entity that becomes a Registered User or Subscriber is granted a single seat license, meaning that only one person employed by such entity may use the Site, and any and all CSRHub content, at one time, except as expressly permitted herein. Multiple seat licenses may be obtained by contacting CSRHub at sales@CSRHub.com.

5. Use of the Site. We grant you permission to use the Site subject to the restrictions in these Terms. In using the Site, you may be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. CSRHub does not endorse such Content, and cannot vouch for its accuracy.

6. Licenses. CSRHub provides different features and levels of service to different categories of Users. All prices and features are subject to change as permitted by this Agreement. Except as expressly provided in writing, all Users are granted a revocable non-exclusive non-transferable license to use CSRHub Data made available to Users on the CSRHub Site on one computer controlled by User solely for personal non-commercial use. Users may republish CSRHub Data relating to ten (10) or fewer companies in a single publication or web posting, but only if such republication contains a prominent reference on each page displaying such CSRHub Data that CSRHub is the source of such data and, in the case of a web publication, a prominent hyperlink on each such page to CSRHub.com. Additional CSRHub Data may only be republished with the express written permission of CSRHub. In addition to the rights granted above, Subscribers may (i) use CSRHub Data for their enterprise's internal business or organizational analysis; (ii) republish CSRHub Data to individuals who are employed by the same employer as the Subscriber, but only if CSRHub is cited as a source for such data on each page displaying such data. CSRHub may set limits on the amount of data that a user may obtain through its site, tools, and programmatic interfaces. All rights not expressly granted by CSRHub are reserved.

7. Subscriptions. Subscribers are entitled to receive applicable features only during the subscription period ("Subscription Period") specified in your billing form ("Billing Form"). Unless otherwise specified, Subscriptions will automatically renew until cancelled by you. Subscribers agree to pay CSRHub the applicable subscription fee specified in the Billing Form during the Subscription Period ("Subscription Fee"). A valid credit card is required to subscribe to the Service. The Subscription Fee is payable in advance for the Subscription Period, regardless of the length of the Subscription Period. You will automatically be charged the Subscription Fee for the subsequent Subscription Period unless you cancel the Service before the subsequent Subscription Period begins. Subscription Fees are non-refundable and non-transferable. Accordingly, if you elect to cancel your subscription to the Service during the Subscription Period, you will not receive a refund of the Subscription Fee(s) previously paid to CSRHub. If the credit card you used to pay your Subscription Fee is no longer valid at the end of your Subscription Period, then, unless you provide a new valid credit card, CSRHub will terminate the Service prior to the start of the subsequent Subscription Period. The Subscription Fee is payable in United States dollars (including, if any, all applicable taxes); the Subscription Fee may be paid in other currencies if accepted and converted to our account through our payment processor,

provided that you shall be responsible for any and all conversion fees.

8. Restrictions on Use. You agree that you will not, and will not assist or enable others to use the Site: a) to threaten, stalk, defraud, or harass another person; transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging; b) for promotional/commercial purposes, except as expressly permitted in writing by CSRHub; c) to promote bigotry or discrimination against protected classes; d) to violate any third-party right such as copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or other proprietary right; e) to submit or transmit pornography or illegal content; to solicit personal information from minors or to harm or threaten to cause harm to minors; or violate any applicable law; f) to modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, or publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorized by CSRHub; g) to resell or redistribute the CSRHub Content, or to use the CSRHub content for consulting purposes, without CSRHub's prior written permission; h) to advise third parties concerning investments in any company or investment fund; i) to reverse engineer any portion of the Site, except as permitted under law; remove or modify any copyright, trademark or other proprietary rights notice on the Site or on any materials from the Site; or record, process, or mine information about other users; j) to use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Site or any Site Content; access, retrieve or index the Site to for purposes of constructing or populating a searchable database of business reviews; or reformat or frame any portion of the Site; k) to take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on CSRHub's technology infrastructure; OR l) to attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means; use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses"); use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site; make excessive traffic demands; use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

9. Responsibility for Your Content. You alone are responsible for Your Content that you post on the Site. You assume all risks associated with Your Content, including anyone's reliance on its accuracy, completeness or usefulness, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use, and authorize the use of, Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by CSRHub.

10. Use of Content. We may use, reproduce, distribute, create derivative works, remove or reinstate User Content from time to time at our sole discretion. We have no obligation to retain or provide you with copies of Your Content. CSRHub and its licensees may display advertisements and other information adjacent to or included with Your Content on the Site. You

are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

11. Copyright Dispute Policy. We have adopted the following policies and procedures toward copyright infringement in accordance with Title 17, United States Code, Section 512(c), which is part of the Digital Millennium Copyright Act ("DMCA"). The address of CSRHub's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is provided at the bottom of this section. It is CSRHub's policy to (i) respond to notices of alleged copyright infringement that comply with the DMCA; and (ii) terminate the accounts of those determined by CSRHub to be "repeat infringers". Procedure for Reporting Copyright Infringements. If you are a copyright owner or agent thereof, and believe that your copyright is being infringed in connection with the Site, please send a written notification to the Designated Agent detailing the alleged infringement. Your written notification must include: 1. Identification of the copyrighted work that you claim has been infringed; 2. Identification of the Content on the Site that allegedly infringes upon the copyrighted work at issue, and information reasonably sufficient to permit CSRHub to locate such Content; 3. A statement by you that you have a good faith belief that the use of the Content identified in your notice in the manner complained of is not authorized by the copyright owner, its agent, or the law; 4. A statement by you that you attest, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and 5. Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address). Please note that CSRHub may, at its sole discretion, send a copy of such notices to third parties for publication. For example, your letter (with personal information removed) may be forwarded to Chilling Effects (<http://www.chillingeffects.org>) for publication. Please note that you may be subject to liability under Section 512(f) of the DMCA if you materially misrepresent that content on the Site infringes your copyright. Procedure to Supply a Counter-Notice to the Designated Agent. If you believe that Content has been mistakenly removed from the Site pursuant to this DMCA policy, you may send a written counter-notice to the Designated Agent including the following: 1. Identification of the Content that was removed, and the location on the Site where it would have been found prior to its removal; 2. A statement under penalty of perjury that you have a good faith belief that the Content was removed as a result of a mistake or misidentification; 3. A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is located outside the United States, for any judicial district in which CSRHub is located, and that you will accept service of process from the person who provided notification under 512(c)(1)(C) or an agent of such person; and 4. Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address). Address for Designated Agent. Please contact the Designated Agent at the following address:

CSRHub Designated Copyright Agent, PO Box 28 New Paltz, NY 12561
With a copy to copyrightagent@CSRHub.com Agent should only be contacted in connection with the issues raised in this Section. All other inquiries directed to the Designated Agent will not be responded to; instead, such inquiries should be made through the procedures referenced in Sections 15 or 22 below.

12. Site Availability. We reserve the right to modify, update, or discontinue the Site at our sole

discretion, at any time, for any or no reason, and without notice or liability.

13. Investigations. We are under no obligation to monitor the Site or Site Content. However, we reserve the right to investigate possible violations of the Terms, block users from the Site, and refer matters to law enforcement authorities for further investigation. We may disclose information to third parties, including Your Content, in accordance with our privacy policy.

14. Marks. CSRHub is a proprietary service mark of CSRHub LLC. Other trademarks used on the Site are owned by their respective owners.

15. Third Parties. The Site may include links to other websites (each, a "Third Party Site"). We do not control or endorse any Third Party Site, and you agree that we are not responsible for the availability or contents of such Third Party Sites.

16. Termination. We may terminate or suspend your account or ability to use the Site, in whole or in part, at our sole discretion, for any or no reason, and without notice or liability of any kind. For example, we may terminate or suspend your account or ability to use the Site if you breach the Terms or are suspected of involvement in illegal activity. Any such termination or suspension could prevent you from accessing your account, the Site, Your Content, Site Content, or any other related information. You may terminate the Terms of Service at any time by closing your account, discontinuing your use of any and all parts of the Site, and providing CSRHub with a notice of termination. In the event of any termination, whether by you or us, Sections 1, 7, 8, 14, 15, 16, and 17 of the Terms will continue in full force and effect, including our right to use User Content as detailed in Section 10.

17. Ownership. We own the CSRHub Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, ratings including without limitation overall, category and subcategory ratings, special issue information, aggregate user review ratings, and all other elements and components of the Site excluding User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with the CSRHub Content and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the CSRHub Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the CSRHub Content are retained by us.

18. Warranties, Disclaimers, and Limitations of Liability. THE SITE AND ALL SITE CONTENT IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS. CSRHUB AND CSRHUB'S DATA SUPPLIERS MAKE NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO (1) THE OPERATION AND FUNCTIONALITY OF THE SITE, (2) THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, SAFETY, AND IP RIGHTS OF ANY OF THE SITE CONTENT, INCLUDING BUT NOT LIMITED TO THE ACCURACY

OF COMPANY RATINGS AND REVIEWS LISTED ON THE SITE, AND (3) THE PRODUCTS AND SERVICES ASSOCIATED WITH THE SITE OR SITE CONTENT, INCLUDING BUT NOT LIMITED TO THE PRODUCTS AND SERVICES SOLD BY BUSINESSES LISTED ON THE SITE. CSRHUB AND ITS DATA SOURCE SUPPLIERS FURTHER DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU OBTAIN FROM CSRHUB OR THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION, OR CONDITION NOT EXPRESSLY STATED HEREIN. CSRHUB AND ITS DATA SOURCES DISCLAIM ALL LIABILITY FOR ANY (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (B) LOSS OF PROFITS, (C) BUSINESS INTERRUPTION, (D) LOSS OF OR DAMAGE TO REPUTATION OF CSRHUB OR ANY THIRD PARTY, OR (E) LOSS OF INFORMATION OR DATA. CSRHUB AND ITS DATA SOURCES FURTHER DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR USE OF THE SITE AND SITE CONTENT. YOUR USE OF THE SITE AND SITE CONTENT IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA OR DAMAGE TO YOUR COMPUTER FROM VIRUSES THAT MAY BE DOWNLOADED TO YOUR COMPUTER IN THE COURSE OF USING THE SITE. CSRHUB AND ITS DATA SOURCES ALSO DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR COMMUNICATIONS OR DEALINGS WITH ANY OF THE BUSINESSES, ADVERTISERS, OR USERS ON THE SITE. YOUR COMMUNICATIONS OR DEALINGS WITH SUCH BUSINESSES, ADVERTISERS, AND USERS ARE SOLELY BETWEEN YOU AND THEM, THOUGH CSRHUB RESERVES THE RIGHT TO MONITOR DISPUTES BETWEEN YOU AND THEM. WITHOUT LIMITATION OF THE FOREGOING, BY USING THIS SITE YOU AGREE THAT YOU WILL MAKE NO CLAIMS WHATSOEVER ARISING FROM YOUR USE OF THE SITE BASED UPON ANY LEGAL THEORY WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AGAINST CSRHUB'S DATA SUPPLIERS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU RESIDE IN SUCH A JURISDICTION, THE ABOVE LIMITATIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. CSRHUB'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (WHETHER SUCH LIABILITY ARISES DUE TO NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR FOR ANY OTHER REASON), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (I) THE AMOUNT PAID, IF ANY, BY YOU TO CSRHUB IN CONNECTION WITH THE SITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (II) US\$100.00.

19. Indemnity. You agree to indemnify and hold CSRHub, its parents, subsidiaries, affiliates, data suppliers, any related companies, suppliers, licensors and partners, and the officers,

directors, employees, agents and representatives of each of them harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of (i) your access to or use of the Site, (ii) your violation of the Terms, or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. CSRHub reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of CSRHub. CSRHub will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

20. Miscellaneous. If there is any dispute about or involving the Site or CSRHub, you agree that any such dispute will be governed by the laws of the State of New York without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts in New York County, New York. No agency, partnership, joint venture, or employment is created as a result of the Terms of Service, and you do not have any authority of any kind to bind us in any respect whatsoever. We may provide you with notices, including those regarding changes to the Terms of Service by email, regular mail or postings on the Site. The Terms contain the entire agreement between you and us regarding the use of the Site, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms. Any failure on our part to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of the Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. The Terms are not assignable, transferable or sublicensable by you except with CSRHub's prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of the Terms shall be void. The section titles in the Terms are for convenience only and have no legal or contractual effect.