

## Website Conditions of Use

### Terms & Conditions

[www.grey.com](http://www.grey.com) (the "Website") is owned and operated by Grey Group ("our", "us" and "we").

By accessing this Website you agree to be bound by these terms & conditions ("terms"). Please read them carefully. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS YOU SHOULD NOT ACCESS OR VIEW THIS WEBSITE.

1. The information contained in this Website is intended for general information purposes only. We have made all reasonable efforts to ensure that the information on this Website is accurate at the time of inclusion, however we cannot guarantee the accuracy of such information.

2. We make no representations or warranties about the information provided through this Website, including any hypertext links to any website or other items used either directly or indirectly from this Website. We accept no liability for any inaccuracies or omissions in this Website and any decisions based on information contained in this Website are the sole responsibility of the visitor. The Website is provided on an "as is" and "as available" basis without any representation or endorsement. We accept no liability for any interruptions in your use of the Website.

3. The information, designs, content, artwork and images contained within this Website are protected by our copyright or our clients/licensors' copyright. We permit you to make copies of the information and images on this Website solely as necessary and incidental acts for your viewing of it; and you may take a print for your personal use of so much of the Website as is reasonable for private and non-commercial purposes. You may not frame this Website or publish a hypertext link to any part of it without our express permission in writing.

4. You acknowledge and agree that all trade marks, service marks, trade names, logos and all other intellectual property rights in all material or content contained within the Website shall remain at all times owned by us or our clients/licensors. You are permitted to use this material only as expressly authorized by us.

5. You shall not use this Website for any illegal purposes and in particular agree that you shall not send, use, copy, post (or allow anything to be sent, used, copied, or posted) which is defamatory or obscene or which is abusive, indecent or in breach of the privacy of any person. You agree not to send any unsolicited promotional or advertising material, spam or similar materials or any volume messages that may interfere with the operation of this Website or with the enjoyment of this Website by other visitors.

6. We reserve the right at any time and without notice to enhance, modify, alter, suspend or permanently discontinue all or any part of this Website and to restrict or prohibit access to it.

7. You hereby agree to indemnify us against any costs, claims, losses and damages (including legal fees) incurred by or awarded against us as a result of your use or misuse of this Website or your breach of these terms.

8. If you are in breach of these terms or of our Privacy Policy (see below), we may at our option, suspend or block your access to this Website and refuse to provide you with any further access to it.

9. This Website is provided to you free of charge, and neither we nor any of our subsidiary or affiliated companies accept any liability to you (except in the case of personal injury or death caused by our gross negligence or willful misconduct) whether in contract, tort (including negligence) or otherwise, arising out of or in connection with this Website. We accept no liability for any direct, special, indirect or consequential damages, or any other damages of whatsoever kind however arising through the use of the Website or any information obtained either directly or indirectly from this Website. Your sole remedy is to discontinue using this Website.

10. These terms may be amended by us from time to time at any time and without prior notice and the changes will become effective immediately after posting the revised terms. You can review the most current version of the terms at any time at [www.grey.com](http://www.grey.com). You are responsible for checking periodically for changes and your continued use of this Website indicates your acceptance of the new terms.

11. Your use of this Website and downloads from it, and the operation of these terms, shall be governed in accordance with the laws of the State of New York. The New York federal and state courts shall have exclusive jurisdiction over any dispute arising out of your use of this Website.

12. We respect your personal data and shall deal with it in accordance with our Privacy Policy. The current version of our Privacy Policy shall be deemed incorporated into these terms. You can view our Privacy policy below.

13. In the event that any or any part of the terms shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term shall to that extent be severed from the remaining terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

14. These terms are effective and were last updated on March 14, 2008.

[www.grey.com](http://www.grey.com)

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#### Privacy Policy

Grey Group ("our", "us" and "we") has created this privacy policy statement in order to demonstrate our commitment to your privacy. This privacy policy forms part of our Website Conditions of Use (see above) and explains our data collection and use practices. By using or accessing the Website located at [www.grey.com](http://www.grey.com) (the "Website"), you signify your assent to our privacy policy. **IF YOU DO NOT AGREE TO THIS PRIVACY POLICY YOU MAY NOT ACCESS OR OTHERWISE USE THE WEBSITE.**

Personal and Non-Personal Information: When using the Website, you may be asked to provide, or you may choose to provide us with or upload, certain personally identifiable information about yourself ("Personal Information"), including but not limited to, your name, email address, physical address and telephone number.

We may also collect non-personally identifiable information, such as IP host address, pages viewed, browser type and other data, and may aggregate any information collected in a manner which does not identify any individual ("Aggregate Information").

Information Usage: Unless disclosed otherwise at the time of collection, we do not share any Personal Information you submit through our Website with any unaffiliated third party, unless it is necessary to respond to your inquiry, or to comply with applicable law.

We may use Aggregate Information to improve and enhance the Website, analyze trends, administer the Website and for our market research activities. For example, we may share Aggregate Information with unaffiliated third parties, such as business partners, manufacturers, distributors and retailers, in an aggregate, anonymous form, which means that the shared information will not contain nor be linked to any Personal Information. We will never sell your Personal Information to any third party not affiliated with us without your consent except in connection with the sale or merger of our company or the division responsible for such services.

Please note that we reserve the right to access and/or disclose Personal Information and non-personal information we gather as required by courts or administrative agencies and to the extent required to permit us to investigate suspected fraud, harassment or other violations of any law, rule or regulation, the Website rules or policies, or the rights of third parties or to investigate any suspected conduct which we deem improper.

Cookies: "Cookies" are pieces of information that may be placed on your computer by a Website for the purpose of facilitating and enhancing your communication and interaction with that Website. Many Websites use cookies for these purposes. We may use cookies to customize your visit to the Website and for other purposes to make your visit more convenient or to enable us to enhance our service. You may stop or restrict the placement of cookies on your computer or flush them from your browser by adjusting your web browser preferences, in which case you may still use our Website, but it may interfere with some of its functionality. We do not use cookies to retrieve Personal Information from your computer for purposes that are unrelated to the Website or your interaction with the Website.

Clickstream: As you use the Internet, a trail of electronic information is left at each Website you visit. This information, which is sometimes referred to as "clickstream data" can be collected and stored by a Website's server. Clickstream data can tell us the type of computer and browsing software you use and the address of the Website from which you linked to the Website. We may collect and use clickstream data as a form of Aggregate Information to anonymously determine how much time visitors spend on each page of our Website, how visitors navigate throughout the Website and how we may tailor our web pages to better meet the needs of visitors. This information may be used to improve our Website and our services. Any collection or use of clickstream data will be anonymous and aggregate, and will not intentionally contain any Personal Information.

Security: The security of your Personal Information is very important to us. We have put in place reasonable physical, electronic, and managerial procedures to safeguard the information we collect. However, due to the inherent open nature of the Internet, we cannot guarantee that communications between you and us, or information stored on the Website or our servers, will be free from unauthorized access by third parties such as hackers and your use of the Website demonstrates your assumption of this risk.

Other websites: Our Website may contain links to other Websites not maintained by us. Other Websites may also reference or link to our Website. We recommend that when you leave our Website you read the privacy statements of each Website that you visit. We are not responsible for the privacy practices or the content of such other Websites.

You should be aware that Personal Information which you voluntarily include and transmit online may be viewed and used by others. In addition, Personal Information you post to chat rooms, message boards, blogs or other publicly accessible forums may be viewed and used by anyone with access to such forums. We are unable to control such uses of your Personal Information, and by using such services you assume the risk that the Personal Information provided by you may be viewed and used by third parties.

Changes to policy/Opt-Out Process: We reserve the right, at our discretion, to change, modify, add, or remove portions from this policy at any time. However, if at any time in the future we plan to use Personal Information in a way that differs from this policy, we will post such changes here and provide you the opportunity to opt-out of such differing uses. Your continued use of the Website following the posting of any changes to this policy means you accept such changes.

If you receive an unwanted email from us, you can simply reply and ask not to receive future emails. We also give you the option to remove your Personal Information from our list of active users completely. All unsubscribe or opt-out requests should be sent to us at [unsubscribe@grey.com](mailto:unsubscribe@grey.com) and we will process your request within a reasonable time after receipt. We are not responsible for removing your Personal Information from the lists of any third party who has been provided your information in accordance with this policy, such as a business partner.

Communications with us: By providing your email address to us, you expressly consent to receive emails from us. We may use email to communicate with you, to send information that you have requested or to send information about other products or services developed or provided by us, provided that, we will not give your email address to another party to promote their products or services directly to you.

Contact: If you have any questions about this policy please contact: [legal@grey.com](mailto:legal@grey.com)

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