



The
Observatory on
Corporate Reputation, LLC

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The Observatory on Corporate Reputation, LLC (“we” or “us”) amended this Agreement as of January 2020. We may modify it again in the future by posting the amended Agreement on Our Sites, so please check this page regularly. Your continued use of Our Sites and Our Services after we have posted an amended Agreement indicates that you agree to the amended terms.

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Limitation of Liability

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INCLUDING CLAIM, LOSS OR INJURY THAT RESULTS FROM YOUR BREACH OF ANY PROVISION IN THIS AGREEMENT.

If the foregoing limitation is held to be unenforceable, our maximum liability will not exceed the amount you paid, if any, for use of Our Sites during the period when your claim accrued. Some jurisdictions do not allow the limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Representations and Warranties

You represent, warrant and covenant (a) that no materials of any kind submitted by you will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (b) that you are at least thirteen years old. You agree to indemnify, defend, and hold harmless us and our trustees, directors, officers, parents, subsidiaries, affiliates, agents, information providers, licensors, and licensees against all liabilities, losses, expenses, damages and costs, including but not limited to reasonable attorneys' fees, which we incur as a result of your violation of this Agreement, or, if you are a subscriber to any of the services on Our Sites, your failure to fulfill any obligations relating to your account, whether incurred by you or any other person using your account. We have the right, but not the obligation, to take over the exclusive defense of any claim for which we are entitled to indemnification. You agree to provide us with whatever cooperation we reasonably request.

Termination

We reserve the right to terminate this Agreement at any time without notice for any reason, including your violation of any of the Agreement provisions. If the Agreement is terminated, the following provisions will survive: Limitation of Liability, Disclaimer, Indemnification, Governing Law, and Forum Selection.

Governing Law

This Agreement and any claim or dispute relating to it will be governed by the laws of the State of New York applicable to contracts made and performed therein without regard to its conflicts of law principles.

Forum Selection

You agree to submit to the exclusive jurisdiction of the state and federal courts sitting in the State and County of New York, and you waive any jurisdictional, venue or inconvenient forum objections to such courts.

Severability

If any provision of this Agreement is determined to be unlawful, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity and enforceability of any remaining provisions.

Procedure for Notifying The Observatory on Corporate Reputation, LLC of Copyright Infringements

We intend that all material on Our Sites respect the copyright rights of third party. However, we may inadvertently make a mistake, and we cannot monitor all material posted on Our Sites. If you notify us that any material posted to Our Sites infringes a copyright, that material will be removed according to the procedures prescribed by the Copyright Act and set forth below.

A notice of infringing material that complies with the Copyright Act, 17 U.S.C. § 512 (3), (“Notice”) must be sent to the agent we have designated with the Copyright Office:

General Counsel

244 5th Avenue
Ste. C237

New York, NY 10001

To comply with § 512 (3) of the Copyright Act, the Notice must be in writing and must include: the complainant’s signature; information sufficient to locate the infringing material; information sufficient to contact the party providing notice (the “complaining party”); a statement of good faith belief of unauthorized use; and a statement under penalty of perjury that the information in the Notice is accurate.

Once we receive a satisfactory Notice, we will remove the material immediately. We will promptly take reasonable steps to inform the user who posted the allegedly infringing material (the “alleged infringer”) of the Notice and subsequent removal. The alleged infringer may then provide us with counter-notice (“Counter-notice) that the initial infringement notice was erroneous. Such Counter-notice must be in writing and must include: a signature; identification of the removed material; identification of the location where the material appeared before removal; a statement of good faith belief that the material was removed in error; the alleged infringer’s name, address, and telephone number; and a statement of consent to jurisdiction in federal district court.

Upon receipt of a Counter-notice, we will notify the complaining party and restore the material within 10 to 14 business days of the Counter-notice, unless the complaining party informs us that an action for a restraining order has been commenced in federal court.