

## Terms of Use

Last Updated: **November 2002**

Welcome to ERI Economic Research Institute, Inc.'s family of Web sites, including: [www.erieri.com](http://www.erieri.com), [www.eridlc.com](http://www.eridlc.com), [www.erieri.co.uk](http://www.erieri.co.uk), [www.eri-salary-survey.com](http://www.eri-salary-survey.com), [www.eri-executive-compensation.com](http://www.eri-executive-compensation.com), and [www.eri-salary-survey.com](http://www.eri-salary-survey.com). These terms of use ("Site Terms") apply exclusively to your access to, and use of these web sites (collectively the "Site"), so please read them carefully. The Site Terms do not alter in any way the terms or conditions of any other agreement you may have with ERI Economic Research Institute, Inc ("ERI") for other products or services. If you have any questions regarding the use of the Site, please email us at [info@erieri.com](mailto:info@erieri.com) or [info@erieri.co.uk](mailto:info@erieri.co.uk).

ERI reserves the right to change or modify any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. Any changes or modification will be effective upon posting. Notice of such changes will be indicated by the date at the top of the Site Terms. Your continued use of this Site after changes or modifications are posted will constitute your acceptance of such changes or modifications. Therefore, you should frequently review the Site Terms and applicable policies to understand the terms and conditions that apply to your use of the Site.

BY ACCESSING, BROWSING AND USING THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED BELOW, ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE, AND ANY SUBSEQUENT CHANGES TO THE FOREGOING. IF YOU DO NOT AGREE TO THESE SITE TERMS OR ANY SUBSEQUENT MODIFICATION, DO NOT ACCESS, BROWSE OR OTHERWISE USE THIS SITE.

### Privacy Statement

We respect the privacy of our customers and encourage you to read our Privacy Policy so that you may make an informed decision about using our Site.

### Other Policies or Agreements

You acknowledge and agree to comply with all terms, conditions, and policies associated with the Site and the various services included therein. Such terms are hereby incorporated by reference. For our software and data products downloaded or purchased from the Site, the ERI End-User License Agreement governs.

### License and Site Access

ERI grants you a limited license to use the Site for your personal and internal business purposes only, and solely on terms consistent with these Site Terms and any incorporated agreements. Such grant does not include, without limitation: (a) any resale or commercial use of the Site or content therein (except as permitted by the express written consent of ERI); (b) the collection and use of any product listings or descriptions; (c) making derivative uses of the Site and its contents (including, without limitation, any documents); or (d) use of any data mining, robots, or similar data gathering and extraction methods. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of ERI or any third party.

You may not use, frame, or use framing techniques to enclose, any ERI trademark, logo or other proprietary information (including the images found at this Site, the content of any text or the layout/design of any Web page or form contained on a Web page) without ERI's express written consent. Further, you may not use any meta tags or any other "hidden text" utilizing an ERI name, trademark, or product name without ERI's express written consent.

Any unauthorized use of or access to our Site or the services is prohibited and will terminate any permission or license granted herein to use the Site, the Site's content and the services. Such unauthorized use may violate applicable state and federal law, including without

limitation copyright laws, trademark laws (including trade dress), other intellectual property laws, trespass, and communications laws, regulations and statutes. All violators will be prosecuted to the fullest extent of the law.

### **Copyright**

All copyrighted and copyrightable materials on this Site, including, without limitation, the ERI logo, design, text, graphics, pictures, sound files and other files, and the selection and arrangement ("Materials") thereof are ALL RIGHTS RESERVED Copyright © 1995-2003 ERI Economic Research Institute, Inc. and/or its licensors. Except as stated in these Site Terms or an incorporated agreement, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of ERI or the respective copyright owner. Permission is granted to display, copy, distribute and download the Materials on this Site for internal business purposes only; provided that, you may not, without the permission of ERI or the respective copyright owner: (a) copy, publish, or post any Materials on any computer network (other than consistent with your internal business purposes) or broadcast or publications media, (b) modify the Materials, (c) remove or alter any copyright or other proprietary notices contained in the Materials, or (d) reproduce, copy or distribute graphics from the Site.

### **Copyright Complaints**

ERI respects the intellectual property of others. If you believe that your work has been copied and has been posted to this Site in a way that constitutes copyright infringement, please provide ERI's copyright agent the following written information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

ERI's Copyright Agent for notice of claims of copyright infringement on this Site is Megan Sutherland, who can be reached as follows:

- ERI Economic Research Institute, Inc.  
8575 - 164th Avenue NE, Suite 100  
Redmond, WA 98052  
Phone: (425) 556-0206  
Fax: (425) 885-5091  
Email: [Megan\\_Sutherland@erieri.com](mailto:Megan_Sutherland@erieri.com)

### **Trademarks and Service Marks**

The Geographic Assessor® (#1,972,899), the Relocation Assessor® (#1,974,948), the Salary Assessor® (#1,974,949), the Consultants' Assessor® (#1,974,950), the International Reference® (2,560,733), SalariesReview.com® (2,593,132), the Retirement Assessor® (2,606,837) and the Benefit Assessor® (#2,011,584) are Registered Trademarks under the Trademark Act of 1946, as amended, and are protected under complementing statutes. The Assessor Series™, the Executive Compensation Assessor™, DLC Wizard™, ERI's Distance Learning Center™, and ERI's Platform Library™ are the trademarks or service marks of ERI. Related software to these ERI Products are Patents Pending, All Rights Reserved. The logos, marks, trade names and the products and services described in this Site are either

trademarks, service marks or registered trademarks of ERI or its licensors. Such marks may not be copied, imitated or used, in whole or in part, without the prior written permission of ERI or its licensors. In addition, the look and feel of the Site (including all page headers, custom graphics, button icons, and related scripts) are service marks, trademarks, and/or trade dress of ERI, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of ERI. All other trademarks, registered trademarks, product names and ERI names or logos mentioned herein are the property of their respective owners.

#### **Abuse of the Site or Services.**

We have the right, but not the obligation, to monitor any activity, information or content associated with the Site and its services. We may investigate any reported violation of its policies or complaints and we may take any action that we deem appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, and/or removal of information or content. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and content. Our right to disclose any such information shall govern over any terms of our Privacy Policy.

#### **Linking**

You may not use an ERI logo or other proprietary graphic or trademark of ERI to link to this Site without the express written permission of ERI. This limited right may be revoked at any time. ERI makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from this Site, or Web sites linking to this Site. ERI is providing these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by ERI of the site or any information contained therein. When leaving the ERI site, you should be aware that ERI's terms and policies no longer govern, and, therefore, you should review the applicable terms and policies, including privacy and data gathering practices, of that Web site.

#### **Submissions**

You agree that any materials submitted to public areas of this Site, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of e-mail or submissions to ERI, or postings on this Site in public forums, are non-confidential and shall become the sole property of ERI. ERI shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. The submission of any materials to ERI, including the posting of materials to any forum or interactive area, irrevocably waives any and all "moral rights" in such materials, including the rights of paternity and integrity.

#### **Disclaimers**

"AS IS" BASIS. THIS SITE AND THE MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THIS SITE, IS AT YOUR SOLE RISK.

*WARRANTY DISCLAIMER.* ERI DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE INFORMATION, MATERIALS, CONTENT, SERVICES AND PRODUCTS ON THE SITE. ERI DOES NOT REPRESENT OR WARRANT THAT THE SITE OR MATERIALS THEREIN WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, RELIABLE, CURRENT,

OR ERROR-FREE. WHILE ERI ATTEMPTS TO ENSURE YOUR ACCESS AND USE OF THE SITE IS SAFE, ERI CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THIS SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ERI reserves the right to change any and all content contained on this Site at any time without notice. Unless otherwise expressly indicated, reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by ERI.

No information made available on the Site is for the purpose of providing legal advice.

**Limitation of Liability**

IN NO EVENT SHALL ERI BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE OR THE MATERIALS CONTAINED IN, OR ACCESSED THROUGH, THIS SITE.

**Applicable Law and Venue**

You and ERI agree that this Agreement will be governed by the laws of the State of Washington, USA without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in King County, Washington, USA and you and ERI irrevocably consent to the jurisdiction of such courts.

**General Terms**

Notwithstanding any of these terms and conditions, ERI reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent future access to and use of the Site. If any provision of these Site Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.