

EBSG Terms of Use

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PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY AND ENSURE YOU UNDERSTAND THEM BEFORE USING THIS WEBSITE.

BY USING OUR WEBSITE, YOU CONFIRM THAT YOU ACCEPT THESE TERMS AND THAT YOU AGREE TO COMPLY WITH THEM.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY DISCONTINUE YOUR ACCESS AND USE OF THIS WEBSITE.

What's in these terms?

These terms tell you the rules for using our website www.ebsg.com (our “Site”).

Who we are and how to contact us

This Site, inclusive of all informational content as well as website design, layout, appearance, graphics and functionality (together, “Content”), is operated by EBSG [and its subsidiaries and affiliates] (“EBSG”, “we”, “us”, and “our”). Our Principal Office is at 200 East Randolph Street, Suite 5100, Chicago, IL 60601.

To contact us, please email EBSG’s Legal Department at support@ebsg-us.com or send direct mail to EBSG, Attention: Legal Department, 200 East Randolph Street, Suite 5100, Chicago, IL 60601.

By using our Site you accept these Terms

By using our Site, you confirm that you accept these Terms and that you agree to comply with them.

If you do not agree to these Terms, you must immediately discontinue your access and use of this Site.

We recommend that you print a copy of these Terms for future reference.

There are other terms that may apply to you

These Terms refer to the following additional terms, which also apply to your use of our Site:

- Our Privacy Notice, which sets out how we collect and use personal data about you. See further under the “How we may use your personal information” header.
- Our Cookie Notice, which sets out information about the cookies on our Site.

By using this Site, you agree with, and consent to, the processing, transfer, usage, and/or storage of your personal data in accordance with our Privacy Notice and Cookie Notice. If you do not so agree and consent, then you should immediately exit this Site and discontinue all use of our Site.

Additional terms may be placed upon your purchase of services and/or policies referenced on our Site. Such additional terms will be specifically set forth in connection with such purchases. By making such purchases, you agree to be bound by all additional terms connected to such purchases.

We may make changes to these Terms

We amend these Terms from time to time. Every time you wish to use our Site, please check these Terms to ensure you understand the Terms that apply at that time. Your right to access and use this Site is conditioned

upon your agreement to, and compliance with, Terms in effect at the time of such access. Your continued use of our Site constitutes your acceptance of any changes to these Terms.

We may make changes to our Site

We may update and change our Site from time to time to reflect changes to our products and services, our users' needs, our business priorities and for legal and regulatory reasons.

We may suspend or withdraw our Site

Our Site is made available free of charge.

Your access to our Site is permitted on a temporary basis. We do not guarantee that our Site, or any Content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We affirmatively disclaim any liability for any occasions on which our Site may be unavailable for your use.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and other applicable terms and conditions and that they comply with them.

Your access privileges are conditioned upon your adherence to these Terms. We may, at our sole discretion, restrict, suspend or terminate your right to access our Site if you breach these Terms or otherwise misuse our Site.

How you may use our Site and Site Content

Use of Site

EBSG grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable right to access, through a generally available web browser or mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without our express written consent), this Site in accordance with these Terms and for your own personal use or your organization's internal use only. Any use of this Site or its Content not expressly permitted by these Terms or by EBSG's prior written permission constitutes a violation of these Terms.

Use of Site Content

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If you print off, copy or download any Content or part of our Site in breach of these Terms, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this Site

The Content on our Site is provided for general information only. It is not intended to constitute accounting, legal, tax, broking, insurance, financial, or other professional advice on which you should rely. A product or service shown on our Site may not necessarily be suitable for you, and we make no warranty or representation that the Content on our Site is appropriate or available for use in any location or is compliant with all local laws. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on our Site.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the Content on our Site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our Site contains information or links to websites and resources provided by third parties (together, "Third-Party Content"), such Third-Party Content is provided for your convenience only. Any Third-Party Content accessible through our Site should not be interpreted as approval by us of any information you may obtain from it.

We have no control over the contents of those websites or resources and do not accept any responsibility or liability for those websites or resources. When you leave our Site, we encourage you to read the privacy notice, terms of use and cookies notice of every website you visit.

Disclaimer

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TO THE FULLEST EXTENT PROVIDED BY LAW, EBSG HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation and release of liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL EBSG, ITS SUBSIDIARIES OR AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THIS SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THIS SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

How we may use your personal information

We will only use your personal information as set out in our Privacy Notice.

We are not responsible for viruses and you must not introduce them

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or this Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THIS SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THIS SITE OR TO YOUR DOWNLOADING OF ANY CONTENT POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. Unauthorized use and misuse of our Site is strictly prohibited, and, depending on the circumstances, may subject you to a civil claim for damages and/or criminal prosecution. If you commit any breach of this provision, you could be committing a civil and/or criminal offense, and we reserve the right to report any such breach of this provision

to the relevant law enforcement authorities. In the event of such a breach, your right to use our Site will cease immediately.

Rules about linking to our Site

You are prohibited, without our prior written permission, from caching this Site, “deep linking” to an internal page of this Site located one or more level(s) down from the main landing page, or hyperlink framing Content of this Site within another website, without our prior written approval, and EBSG expressly reserves the right to disable any unauthorized links or frames.

If you wish to link to our Site, please contact EBSG’s Legal Department using the contact detail contained under the “Who we are and how to contact us” header.

Indemnification

You agree to defend, indemnify, and hold harmless EBSG, its subsidiaries and affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of this Site, including, but not limited to, any use of Site Content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from this Site. EBSG reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification, and in such case, you agree to cooperate with EBSG in the defense of any such claim.

Which laws apply to any disputes?

You agree that all matters relating to this Site and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms or this Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, in each case located in Cook County, Illinois, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country or state of residence or any other relevant state or country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

At EBSG’s sole discretion, it may require you to submit any disputes arising from these Terms or use of this Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Illinois law.

Waiver and Severability

No waiver by EBSG of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of by us to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.