

## Terms and Conditions for Website Use

Witt/Kieffer Inc., WK Advisors and their affiliates (collectively “Witt/Kieffer”, “us” or “we”) is a global firm providing executive search services and leadership solutions to organizations that improve the quality of life in the specialized practice areas of healthcare, life sciences, higher education, academic medicine and not-for-profit (the “Services”). These Terms and Conditions for Website Use (“T&Cs”) apply to your use of Witt/Kieffer’s website [www.wittkieffer.com](http://www.wittkieffer.com) (the “Site”). By using our Site, you expressly consent to the T&Cs set forth below, as may be modified at any time in Witt/Kieffer’s sole discretion.

**If you do not agree with all of the T&Cs, you are not authorized to access or use the Site for any purpose. By using the Site, you express your understanding and agreement to comply with these T&Cs. If you do not agree to be bound by the T&Cs, do not use the Site.**

In the event that any one of these T&Cs is held to be inapplicable or unenforceable in any way, all other T&Cs shall be construed as separately applying and surviving.

Witt/Kieffer reserves the right to discontinue the Site in whole or part or to modify the T&Cs at any time in its sole discretion without prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by the T&Cs as modified.

### Privacy Policy

For information regarding privacy, please review our [Privacy Policy](#) which also governs your use of the Site.

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## **No Warranties**

Witt/Kieffer provides the Content, information, postings and materials on this Site on an "as is" and "as available" basis without any warranties or representations of any kind, either express or implied, to the fullest extent permissible under applicable law.

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Witt/Kieffer shall not be held liable for any direct, incidental, consequential, indirect or punitive damages arising out of your access to or use of any Content, information, postings, materials or communications on or connected with the Site and/or third party sites accessed through the Site, to the full extent allowed by law.

## **Limited License**

You are authorized to use this Site only for your noncommercial personal use and in this limited context are granted a non-exclusive, non-assignable and non-transferable license to use the Site subject to these T&Cs. You are not allowed to modify, copy, distribute, transmit, display, perform, reproduce, use, publish, license, create derivative works from, transfer or sell any Content, information, postings or materials on the Site or the software used on the Site without the express written authorization of an officer of Witt/Kieffer.

## **User Conduct**

In addition to agreeing to abide by these T&Cs, you agree to abide by all additional rules in any area of the Site. You further agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others, interfere with the rights of third parties, or alter or otherwise cause damage to the Site or the Content, information, postings or materials on the Site.

If you supply any information or material to Witt/Kieffer through the Site, you represent, warrant and guarantee to Witt/Kieffer that you have the legal right to supply the information or material and that you have not violated any law or the rights of any person or entity in so supplying.

Witt/Kieffer reserves the right to terminate your use of the Site at any time for any reason.

## **Indemnification**

You are personally responsible for your conduct on the Site and agree to indemnify, defend and hold harmless Witt/Kieffer and its licensors, employees, and agents from and against all claims, losses, expenses, damages (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), costs and reasonable attorneys' fees, resulting from or arising out of your use or misuse of the Content, information, postings or materials on the Site or other violations of these T&Cs.

## **Choice of Law/Personal Jurisdiction/Remedies/Waiver**

Any and all disputes between you and Witt/Kieffer, its affiliates, subsidiaries, or licensees related to these T&Cs, the Privacy Policy, the Site or your use of the Site, the Services or Content of the Site shall be governed by the laws of and before the courts of the State of Illinois, without regard to its conflict of laws principles or to relevant federal laws. You hereby irrevocably agree to submit to the personal jurisdiction of Illinois courts for the purpose of addressing such disputes.

You understand and agree that Witt/Kieffer may obtain equitable relief against you, in addition to money damages, for violation of these T&Cs.

No waiver by Witt/Kieffer of any breach of the T&Cs shall be construed as a waiver of any other breach or proceeding.

## **Third-party Websites**

While we may provide links to third-party websites, Witt/Kieffer does not warrant or endorse or have any responsibility or liability for such third-party websites which remain governed by the policies and terms of use and policies of such websites.

## **Contact Information**

If you have any questions concerning this website or its policies, please contact us through the CONTACT link on the Site.

## **Effective Date**

These Terms and Conditions of Website Use are effective as of August 1, 2017. Witt/Kieffer reserves the right to amend, modify add to or remove portions of these T&Cs at any time in its sole discretion. The date of the revision/update will be noted on the T&Cs. Your activities on the Site or with Witt/Kieffer are covered by the version of the Privacy Policy and the T&Cs posted at the time of the activity.

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