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Please take a moment to review this document and indicate whether or not you accept these terms.

### **Terms of Use.**

The following User Agreement ("Agreement") governs the use of the FT Feedback Forum("Website"), including without limitation participation in its bulletin boards, forums, chats, and all other areas (except to the extent stated otherwise on a specific page) as provided by Vision Critical Communications Inc. ("Service Provider," "we," or "our"), on behalf of Financial Times Limited ("Financial Times").

Please read the terms contained in this Agreement carefully. You can access this Agreement any time at [www.ftfeedbackforum.com](http://www.ftfeedbackforum.com). **Your use of and/or registration on any aspect of the Website will constitute your agreement to comply with these terms.** If you do not agree with these terms, please do not use the Website.

In addition to reviewing this Agreement, please read our Privacy Policy ([www.ft.com/servicetools/help/privacy](http://www.ft.com/servicetools/help/privacy)). Your use of the Website constitutes agreement to its terms and conditions as well.

The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Continued access of the Website by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow these terms, whether listed below or in bulletins posted at various points in the Website, may result in suspension or termination of your access to the Website, without notice, in addition to the Service Provider and Financial Times's other remedies.

## **I. Registration and Account Creation**

### **1. REGISTRATION INFORMATION:**

The Service Provider may at times require that you register and/or set up an account to use certain portions of the Website, or the Website as a whole. In order to do so, you may be provided, or required to choose, a password, User Id, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Website, if available. Otherwise, contact our Privacy Policy Coordinator as described in our Privacy Policy.

### **2. USE OF USER ID/PASSWORD:**

- A. If you register and/or set up an account on the Website, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.
- B. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.
- C. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information or any credit, debit or charge card number stored on the Website), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Website, if available, or notify our Privacy Policy Coordinator as described in our Privacy Policy.

## **II. Terms of Usage:**

## 1. USE OF THE WEBSITE BY YOU:

- A. Unless otherwise specified, the Website is intended for your personal use only. You may not authorize others to use the Website, and you are responsible for all use of the Website by you and by those you allow to use, or provide access to, the Website.
- B. The Website contains material that is protected by local, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from the Website. You may download material from the Website and may use the Website for your personal, non-commercial use only, provided you do not modify or misrepresent any such content, and you keep intact all copyright and other proprietary notices. No rights are granted with respect to Financial Times trademarks. Any unauthorized use of Financial Times trademarks is strictly prohibited.
- C. The Website is not intended for users under the age of 13, and the Service Provider does not knowingly collect personally identifiable information from users under the age of 13. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using our forums and chat areas; any information submitted by such users will not knowingly be used, posted, or retained by us.
- D. You agree not to use any obscene, indecent, or offensive language or to place on the Website any material that is defamatory, abusive, harassing, racist, or hateful. You may not place any financial account identifiers (e.g. credit card numbers or bank account numbers), government issued identifiers (e.g. social insurance numbers, health card numbers) or other types of data that are subject to specific or elevated data protection requirements. Further, you may not place on the Website any material that is encrypted, constitutes junk mail or unauthorized advertising, or commercial offers, invades anyone's privacy, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, federal, national or international law or regulation. You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.
- E. You are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.
- F. The content, organization, graphics, text, images, video, design, compilation, advertising and all other material on the Website, including without limitation, the "look and feel" of this website, are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the property of the Service Provider or Financial Times. The copying, rearrangement, redistribution, modification, use or publication by you, directly or indirectly, of any such matters or any part of the website, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited.
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- H. You agree not to disrupt, overwhelm, attack, modify or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website. You agree that you will not post any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Website, or feature of the Website. You further agree not to alter or tamper with any information or materials on or associated with the Website.
- I. Other than connecting to the Service Provider's servers by http requests using a Web browser, you may not attempt to gain access to the Service Provider's servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Website or otherwise.

J. You acknowledge that neither the Service Provider nor Financial Times has reviewed and do not endorse the content of all sites linked to from this Website and are not responsible for the content or actions of any other sites linked to from this Website. Your linking to any service or site is at your sole risk.

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## **3. USE OF MATERIAL SUPPLIED BY YOU:**

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## **4. COPYRIGHT:**

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You agree to indemnify the Service Provider, Financial Times and their respective affiliates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including attorneys fees) which may arise from your submissions, from your unauthorized use of material obtained through the Website, or from your breach of this Agreement, or from any such acts through your use of the Website.

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