

**NICE INC TERMS & CONDITIONS BY VISITING [norwalknice.ORG](http://norwalknice.ORG) or [Norwalknice.COM](http://Norwalknice.COM), YOU ARE CONSENTING TO OUR TERMS AND CONDITIONS.**

## OVERVIEW

By using [norwalknice.ORG](http://norwalknice.ORG) or [Norwalknice.COM](http://Norwalknice.COM), referred to as this “Site”, all visitors, referred to as “user”, “you” and “your” are bound by these Terms and Conditions. The terms “we”, “us”, and “our” refer to NICE INC. Accessing this Site constitutes a use of the Site and an acceptance to the Terms provided herein.

By using the Site, you agree to these Terms and Conditions, without modification, and acknowledge reading them. We reserve the right to change these Terms and Conditions or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms and Conditions on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms and Conditions with the modifications.

## SITE USE

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms and Conditions.

Information provided on the Site and in the service related to legal services, including contract formation and corporate governance, and other information (the “Service”) are subject to change. NICE INC makes no representation or warranty that the information provided, regardless of its source (the “Content”), is accurate, complete, reliable,

current or error-free. NICE INC disclaims all liability for any inaccuracy, error or incompleteness in the Content.

In order to use the Site and Service, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration information you give to NICE INC will always be accurate, correct and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Site, violate any laws in your jurisdiction.

You may use the Site and Service for lawful purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

## NICE INC INTELLECTUAL PROPERTY

The Site and Service contain intellectual property owned by NICE INC, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the NICE INC name, logo, all designs, text, graphics, other files, and the selection and arrangement thereof. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site or Service content or intellectual

property, in whole or in part without our prior written consent. We reserve the right to immediately remove you from the Site and Service, without refund, if you are caught violating this intellectual property policy.

## LIMITATION OF LIABILITY

**YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE. ADDITIONALLY, NICE INC IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF NICE INC HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS**

**LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL NICE INC'S CUMULATIVE LIABILITY TO YOU EXCEED \$100.**

### **THIRD PARTY RESOURCES**

The Site and the Service may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with NICE INC. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

### **INDEMNIFICATION**

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

### **GOVERNING LAW; VENUE; MEDIATION**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Connecticut as applied to contracts that are executed and performed entirely in Connecticut. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be Connecticut, Connecticut. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures of The CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

#### SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

#### ASSIGNMENT

These Terms and Conditions bind and inure to the benefit of the parties' successors and assigns. These Terms and Conditions are not assignable, delegable or otherwise transferable by you. Any transfer, assignment or delegation by you is invalid.

## ENTIRE AGREEMENT; WAIVER; HEADINGS

This Agreement constitutes the entire agreement between you and NICE INC pertaining to the Site and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by NICE INC shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by NICE INC. The subject headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

Updated: January 2016

## **NICE INC PRIVACY POLICY**

**BY VISITING [norwalknice.COM](http://norwalknice.COM), YOU ARE CONSENTING TO OUR PRIVACY POLICY.**

### OVERVIEW

NICE INC is committed to protecting your privacy online. This Privacy Policy describes the personal information we collect through this website at [norwalknice.com](http://norwalknice.com) (the "Site"),

Visitors and any users of the site are referred to as “user”, “you” and “your” and NICE INC is referred to as “we”, “us”, and “our”. Accessing this Site constitutes a use of the Site and an acceptance to our Privacy Policy.

Use of norwalknice.ORG or norwalknice.COM, including all materials presented herein and all online Services provided by NICE INC, is subject to the following Privacy Policy. This Privacy Policy applies to all site visitors, customers and all other users of the Site. By using the Site or Service, you agree to this Privacy Policy, without modification, and acknowledge reading it.

## INFORMATION WE COLLECT

This Site only collects the personal information you voluntarily provide to us, which includes your name and e-mail address, in order to subscribe to our newsletter, and your name, e-mail address and website (optional) in order to post a comment on our blog. If you opt-in to receive our newsletter, the option to unsubscribe will be included in every e-mail.

We do share your information with trusted third parties who assist us in operating our website, conducting our business and servicing our clients and visitors. These trusted third parties agree to keep this information confidential. Your personal information will never be shared with unrelated third parties.

We may record information relating to your use of the Site, such as the searches you undertake, the pages you view, your browser type, IP address, requested URL, referring URL, and timestamp information. We use this type of information to administer the Site

and provide the highest possible level of service to you. We also use this information in the aggregate to perform statistical analyses of use behavior and characteristics in order to measure interest in and use of the various areas of the Site.

We may send cookies (not the tasty kind) to your computer in order to uniquely identify your browser and improve the quality of our service. You have the ability to accept or decline cookies using your web browser settings. If you choose to disable cookies, you may not be able to take full advantage of the Site and its features.

This Site may contain links to third party websites. Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you on our Site. Other sites accessible through our site have their own policies in regard to privacy. We are not responsible for the privacy policies or practices of third parties.

## SECURITY

We maintain security measures to protect your personal information from unauthorized access, misuse, or disclosure. However, no exchange of data over the Internet can be guaranteed as 100% secure. While we make every effort to protect your personal information shared with us through our Site, you acknowledge that the personal information you voluntarily share with us through this Site could be accessed or tampered with by a third party. You agree that we are not responsible for any intercepted information shared through our Site without our knowledge or permission. Additionally, you release us from any and all claims arising out of or related to the use of such intercepted information in any unauthorized manner.



## CHILDREN

To access or use the Site, you must be 18 years old or older and have the requisite power and authority to enter into this Privacy Policy. We do not knowingly solicit data online from or market online to children under the age of 18.

## CHANGES TO THIS POLICY

You acknowledge and agree that it is your responsibility to review this Site and this Privacy Policy periodically and to be aware of any modifications. We will notify you of any changes to this Privacy Policy by posting those changes on this page.

Updated: March 2017