

Terms of Use and Privacy Policy

1. Introduction

This page states the "Terms of Use and Privacy Policy" under which you may use our Website (the "Site"). Therefore, please read this page carefully. Your authorization to use the Site is conditioned on your agreement with and acceptance of this Terms of Use and Privacy Policy. By using this Site, you are indicating your acceptance to be bound by this Terms of Use and Privacy Policy and any future revisions thereto. We may revise this Terms of Use and Privacy Policy at any time by updating this posting (with any such revisions being immediately after being posted on the Site). Your continued or subsequent use of the Site after such revisions have been made will constitute your acceptance of such revised Terms of Use and Privacy Policy. For this reason, you should visit this page periodically to review this Terms of Use and Privacy Policy. As used in this Terms of Use and Privacy Policy, the terms "Company," "we," "us" and "our" refer to Compass Group USA, Inc. and its subsidiaries and affiliates. To the extent the websites of any third party, our subsidiaries or our affiliates contain terms of use and/or privacy policies that may apply to this Site and are inconsistent with any terms in this Terms of Use and Privacy Policy, the language in this Terms of Use and Privacy Policy shall control for this Site.

2. Site Content

You acknowledge that the Site contains information, data, software (whether applications, scripts, plug-ins or applets), photographs, graphics, text, sound, images and other material (collectively, the "Content") that are protected, individually and collectively, by copyright, trademark, patent or other proprietary rights of the Company or third parties. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part, except as expressly allowed by this Terms of Use and Privacy Policy or applicable law (including, without limitation, U.S. copyright, trademark and patent law). Subject to the terms and conditions of this Terms of Use and Privacy Policy, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Site and the materials thereon. You agree to comply with all laws relating to copyrights, trademarks or patents, in your use of this Site, and to prevent unauthorized copying of the Content. Concerning certain, designated Content, you may make a single copy of the Content, provided that the copy is made only for your personal, informational and non-commercial use and that you do not alter or modify the Content in any way. You must not delete or alter any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided above, you may not upload, post, reproduce, modify or distribute in any way the Content without obtaining permission of the owner of the copyright or other proprietary right. Your access and use of the Site in accordance with this Terms of Use and Privacy Policy does not give you any right or interest in any Content or other information available on the Site, which at all times shall remain the property of the Company or other owner.

3. Privacy Policy

a. Information Gathered By the Company. In general, we gather information about all of our users collectively, and not on an individual basis, for purposes such as determining which parts

of our Site users access most frequently. This information helps us determine which parts of our Site are most beneficial for users, and how we can continually create a better overall experience for you. We only use such data in the aggregate and anonymously.

b. Information About You Specifically. In some instances, e.g., in the "Careers" and "Press Room" sections of the Site, we allow you to provide us with specific information about you, such as your name, address, email address, telephone number or other pertinent information. If you elect to provide us with your personal information, we may use that information to make you aware of employment opportunities with the Company, to provide you with certain of our publications or to notify you of other information regarding the Company. If you provide us with your personal information, but later decide you no longer want us to send you any information about us, simply contact us at the address set forth in the "Contact Us" section of the Site.

c. General Information Disclosure. Except as described in this Terms of Use and Privacy Policy, we do not disclose information about your individual visits to our Site, or personal information that you provide, such as your name, address, email address, telephone number, etc., to any persons or firms, except (i) when we believe the law requires it or to protect the Company, our users or others and (ii) to recruiters when you are providing your personal information in order to receive information about employment opportunities with us.

We employ other companies and individuals to perform functions on our behalf. Examples may include hosting our Web servers, analyzing data and providing customer service. These other companies will have access to your personal information as necessary to perform their functions, but they may not share that information with any third party.

d. Cookies. To enhance your experience on our Site, we use a feature on your Internet browser called a "cookie". Cookies are small files that your Web browser places on your computer's hard drive. They are used for a variety of reasons, such as remembering user names and passwords and preferences, tracking click streams, and for load balancing. By using cookies, we can deliver faster service, consistent, updated results, and a more personalized experience on our Site. Your browser gives you the option to reject cookies. However, setting your browser to reject cookies generally hinders the browser's performance and will adversely affect your experience while using our Site.

e. Children. We do not specifically collect information about children. We believe that children should get their parents' consent before giving out personal information. If you are concerned about your child's use of the Site, we encourage you to use Web filtering technology to supervise your child's access to the Site. We also encourage you to participate in your child's experience with the Site.

f. Concerns About Our Privacy Policy. If, at any time, you have questions or concerns about our commitment to privacy, please feel free to contact us at the address set forth in the "Contact Us" section of the Site.

4. Disclaimers and Limitations on Liability

YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER WE, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR

OTHERS (COLLECTIVELY, THE "PROVIDERS"), WARRANT THAT (i) USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; (ii) THE INFORMATION, CONTENT, ADVICE OR OPINIONS PROVIDED ON OR THROUGH THE SITE IS ACCURATE, COMPLETE, RELIABLE OR CURRENT; OR (iii) THE SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS.

THE SITE, AND YOUR ACCESS TO IT, IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION GIVEN BY US NOR ANY PROVIDER SHALL CREATE ANY WARRANTY.

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SITE OR ANY LINKED WEBSITE. BECAUSE THE LAW IN SOME STATES DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPANY, AND ITS OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, COSTS, REASONABLE ATTORNEYS' FEES AND LIABILITIES THAT ANY OF THEM MAY SUSTAIN ARISING DIRECTLY OR INDIRECTLY OUT OF YOUR USE OF THE SITE OR ANY INFORMATION OR CONTENT CONTAINED ON THE SITE.

5. Links to Third-Party Websites

Occasionally, we may make available a link to a third party's Website. These links will let you leave the Site. The linked sites are not under our control and we are not responsible for the contents or security of any linked site or any link contained in a linked site, or any changes or updates to such sites. We are not responsible for Webcasting or any other form of transmission received from any linked site. We provide the links to you only as a convenience. We do not endorse, and make no warranty or representation regarding, any such site or its use or contents. Links do not imply that we are affiliated with, or are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links.

6. Unsolicited Submissions

We are pleased to hear from our customers and site users and welcome your comments regarding

our Company and the Site. If you send us comments, suggestions, ideas, concepts or other information (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, our property, and we may use, copy, display, distribute, adapt, transfer or dispose of Submissions in any way and for any purpose as we may, in our sole discretion, determine appropriate. None of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions.

7. Applicable Law

We maintain the Site from our offices within North Carolina, United States of America. We make no representation that the Content in the Site is appropriate or available for use in any jurisdiction, and access to them from locations in which such Content is illegal is prohibited. Those who may choose to access the Site from other jurisdictions do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of US export laws and regulations. Any claim relating to the Site or the Content shall be governed by the internal laws of the state of North Carolina, without reference to its choice of law provisions, and shall be resolved solely through proceedings held within the state of North Carolina.

8. Termination

This Terms of Use and Privacy Policy is effective until terminated by either party. If you no longer agree to be bound by this Terms of Use and Privacy Policy, you must cease all further use of and access to the Site, and any notification of termination or other rejection of this Terms of Use and Privacy Policy is conditioned on such cessation. Subject to applicable law, we reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the Site with or without notice. You agree that any termination of your access to the Site may be effected without prior notice. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Site.

9. General Information

This Terms of Use and Privacy Policy constitutes the entire agreement between us (i.e., you and the Company) and governs your use of and access to the Site. You agree to be bound by this Terms of Use and Privacy Policy, as well as any modifications thereof after we have posted the modified Terms of Use and Privacy Policy on the Site. Our failure to exercise or enforce any right or provision of this Terms of Use and Privacy Policy on any occasion shall not constitute a waiver of such right or provision. If any provision of this Terms of Use and Privacy Policy is found by a court of competent jurisdiction to be invalid, the parties agree that all other provisions of this Terms of Use and Privacy Policy remains in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you or anyone claiming through you may make, arising out of or related to use of the Site or this Terms of Use and Privacy Policy, must be filed within one year after such claim or cause of action arose or be forever barred.

10. Copyright Complaints

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright

infringement, you may notify us by providing us a written notice that includes the following 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, including the URL (i.e., Web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Site where the material that you claim is infringing is located.
- Your address, telephone number and email 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.
- A statement by you, made under penalty of perjury, that all information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You should send your notice of copyright infringement concerning the Site to us at the address set forth in the "Contact Us" section of the Site. We have the sole discretion to determine what action, if any, we believe is necessary in response to a complaint of infringement, such as investigation of the complaint or removal of the allegedly infringing material.

11. Effective Date

The Effective Date of this Terms of Use and Privacy Policy is January 1, 2004.