

**LAST UPDATED: 4/29/2025**

## **TERMS AND CONDITIONS**

### **Introduction**

FCB Worldwide Inc. (“FCB”) provides to you this website (“Website”) for your personal informational, educational, and entertainment use. The following Terms of Use govern your access and use of this Website. Please read these Terms of Use carefully before using this Website. Specific terms and conditions may apply to specific content, data, materials, or information available through this Website (“Content”) and to any content you may upload, submit, or publish to the Website (“User Content”). Such specific terms may be in addition to these Terms of Use or, where and to the extent expressly specified, may supersede these Terms of Use.

When used in these Terms of Use, “we” and “our” means FCB, and “you” and “your” refers to any individual, company, or legal entity that accesses or otherwise uses this Website.

### **1. Acceptance of Terms of Use**

By accessing, browsing, or using this Website, or by clicking “Accept” where that option is made available, you agree to be bound by these Terms of Use and all additional terms and conditions contained or referenced herein or set forth on this Website. If you do not agree to all of these terms, you should not access or use this Website.

By using this Website, you also consent to our collection, use, and sharing of your information as described in our Privacy Notice and Cookie Notice.

### **2. Modification of Terms**

These Terms of Use may be amended by FCB, in its sole discretion, at any time. Such amended Terms of Use shall be effective upon posting and will be reflected by the “Last Updated” date at the top of this page. By continuing to access or use this Website after such changes are posted, you will be deemed to have accepted the changes. You are encouraged to review these Terms periodically.

Material changes to these Terms will be prominently posted or otherwise communicated where required by law.

FCB reserves the right to discontinue or make changes or updates to the Website or the Content of the Website at any time without notice.

### **3. Privacy Notice and Cookie Notice**

Personal information collected through this Website shall be used in accordance with FCB's Privacy Notice. Please review our Privacy Notice posted on the Website to understand our privacy practices.

Additionally, this Website may use cookies and other tracking technologies as described in our Cookie Notice. By using this Website, you consent to our use of cookies and tracking technologies as outlined therein.

### **4. Intellectual Property Rights**

All content on this Website, including design, graphics, text, formatting, sounds, pictures, images, software, and other materials and information (collectively, "Content"), is the property of FCB or its licensors and is protected by United States and international copyright, trademark, and other intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Website and Content for your personal, non-commercial use only. No right, title, or interest in or to the Website or any Content is transferred to you.

The trademarks, service marks, trade names, trade dress, and logos (collectively, "Marks") appearing on this Website are owned by FCB or its licensors. You may not use such Marks without the prior written authorization of FCB or the respective owners.

FCB will enforce its intellectual property rights to the fullest extent permitted by law.

### **5. Links to Third-Party Websites**

Links on the Website to third-party websites are provided only as a convenience to you. If you use these links, you will leave the Website. FCB does not control or endorse any third-party websites and is not responsible for their content, services, policies, or practices. Your use of third-party websites is at your own risk.

You are encouraged to review the terms of use and privacy policies of any third-party websites you visit.

### **6. Disclaimer of Warranties**

Your use of the Website is at your sole risk. The Website and the Content are provided "as is" and "as available" without warranties of any kind, whether express or implied.

FCB expressly disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. FCB makes no warranty that the Website will meet your requirements, operate uninterrupted, be error-free, or be free from viruses or other harmful components.

Some jurisdictions may not permit certain warranty disclaimers, so certain exclusions may not apply to you.

## **7. Disclaimer of Damages and Limitation of Liability**

To the fullest extent permitted by applicable law, neither FCB nor its affiliates shall be liable for any damages of any kind arising out of, in connection with, or relating to your access to or use of, or inability to use, this Website or any linked website. This includes but is not limited to direct, indirect, special, incidental, consequential, or punitive damages, even if FCB has been advised of the possibility of such damages.

You expressly waive all claims against FCB and its affiliates, and their officers, directors, employees, suppliers, and contractors that may arise from your access to or use of this Website.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless FCB, its affiliates, and their officers, directors, employees, contractors, and agents from and against all claims, losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees, arising from your use of the Website or violation of these Terms of Use.

If you have a dispute with one or more users, you release FCB and its affiliates from all claims, demands, and damages of every kind and nature arising out of or in any way connected with such disputes.

## **9. Acceptable Use Policy**

You agree not to:

- Use the Website for unlawful purposes;
- Post or transmit any content that is unlawful, infringing, defamatory, obscene, offensive, or otherwise objectionable;
- Introduce viruses, malware, worms, or other harmful material;
- Attempt to gain unauthorized access to any part of the Website or its systems;
- Use any robot, spider, or automated system to monitor, scrape, or copy the Website without express authorization.

FCB reserves the right to suspend or terminate your access to the Website at any time for violation of these Terms or any applicable law.

## **10. Website Shutdown**

FCB reserves the right to modify, suspend, or discontinue the Website or any part thereof at any time without notice. FCB shall have no liability for any modification, suspension, or discontinuance of the Website or loss of any content.

## **11. Governing Law and Dispute Resolution**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

Any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the federal or state courts located in New York County, New York. You consent to personal jurisdiction and venue in such courts and waive any objection based on inconvenient forum.

## **12. Severability**

If any provision of these Terms of Use is held to be unlawful, void, or unenforceable, such provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

## **13. No Waiver**

The failure of FCB to enforce any provision of these Terms shall not constitute a waiver of such provision and shall not limit FCB's right to enforce the provision thereafter.

## **14. Accessibility**

FCB is committed to ensuring digital accessibility for all users, including individuals with disabilities. We are continually improving the user experience for everyone and applying the relevant accessibility standards. If you experience any difficulty accessing any part of this Website, please contact us at [websiteaccessibility@interpublic.com](mailto:websiteaccessibility@interpublic.com).