

## Terms of Use

Last Revised: 2024

User's Acknowledgment and Acceptance of Terms.....	2
Description of Services .....	2
Registration Data and Privacy.....	3
Conduct on Site .....	3
Third Party Sites and Information.....	4
Intellectual Property Information .....	4
Unauthorized Use of Materials .....	5
Disclaimer of Warranties.....	5
Limitation of Liability.....	6
Indemnification.....	6
International Use.....	7
Termination of Use.....	7
Governing Law .....	8
Notices.....	8
Entire Agreement.....	8
Eligibility .....	8
Feedback .....	8
Miscellaneous.....	9

## User's Acknowledgment and Acceptance of Terms

Global Assessor Pool LLC, d/b/a Pinsight® ("Pinsight", "Us", or "We") provides the websites at app.pinsight.com, pinsight.com and leaderhabit.com and various related services (collectively, the "Site") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on this Site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, DO NOT ACCESS OR USE ANY PART OF THE SITE. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms are subject to revision at any time. Modifications become effective immediately upon your first access to or use of the Site after the "Last Revised" date at the top of these Terms. Your continued access to or use of the Site after the modifications have become effective will be deemed your conclusive acceptance of the modified Terms. If you do not agree with the modifications, do not access or use the Site.

Please note that at all times you are responsible for updating your information to provide us with your most current e-mail address in any event, changes to these Terms may affect our use of information that you provided us prior to our notification to you of the changes. If you do not wish to permit changes in our use of your information, you must notify us prior to the effective date of the changes that you wish to deactivate your account with us. Continued use of our Site, or services, following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or its contents.

## Eligibility

You may use the Site only in compliance with these Terms of Use and all applicable local, state, national, and international laws, rules, and regulations. Any use or access to the Site by anyone under 18 is strictly prohibited and in violation of these Terms of Use.

## Description of Services

We make various services available on this Site including, but not limited to, leadership and executive assessment and development programs, blogs, leadership resources, webinars, and other like content and services (collectively, the “Services”).

## Registration Data and Privacy

In order to access some of the services on this Site, you will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data (“Registration Data”) and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required to keep it current, complete, and accurate.

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

The information we obtain through your use of this Site, including your Registration Data, is subject to our [Privacy Policy](#).

## Conduct on Site

Your use of the Site is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the Site. We may make email, messaging, blogging, or chat services available to users of our Site, either directly or through a third-party provider. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this Site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sounds, data, or other information – that:

- a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- b. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other

proprietary right of any party;

- d. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- f. impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the Site. We generally do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this Site. However, we and our agents have the right to remove any content that, in our sole judgment and discretion, does not comply with these Terms of Use and any other rules of user conduct for our Site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See "Unauthorized Use of Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this Site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the Site may be available to you or other authorized users of the Site. You shall not interfere with anyone else's use and enjoyment of the Site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with our Site without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other Sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited communications (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Pinsight Platform mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the

limit. We will not be responsible for such deleted or blocked messages.

## **Third Party Sites and Information**

This Site may link you to other sites on the Internet ("Third Party Sites"). Use of Third Party Sites may require your compliance with separate terms and conditions. These Third Party Sites may contain information or material that some people may find inappropriate or offensive. Third Party Sites are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the Site or party by us, or any warranty of any kind, either express or implied.

## **Intellectual Property Information**

For purposes of these Terms of Use, "Content" is defined as any information, data, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our Site. This includes message boards, chat, and other original content. By accepting these Terms of Use, you acknowledge and agree that all Content presented to you on this Site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Pinsight® LLC and/or its Affiliates. You are only permitted to use the Content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any Content from this Site in any form or by any means without prior written permission from us or the specific content provider. Any unauthorized use of Content may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

The following are registered trademarks, trademarks, or service marks of Pinsight® LLC or its Affiliates: The Pinsight Platform™ and The Pinsight App™. All custom graphics, icons, logos, and service names are registered trademarks, trademarks or service marks of Pinsight® LLC or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Pinsight® or its Affiliates.

## **Unauthorized Use of Materials**

Subject to our Privacy Policy, any communication or material that you transmit to this Site or to us, whether by electronic mail, post, or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our agents and affiliates a non-exclusive, paid-up, perpetual, and worldwide license and right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask you to do the same. We adhere to the following notice and take down policy, in full compliance with the Digital Millennium Copyright Act of 1998 (17 U.S.C. § 512, *et seq.*). We may remove any materials posted on the Website upon receipt of notification alleging that such material infringes on the intellectual property rights of another (hereafter a “DMCA Takedown Notice”). If you or any user of this Site or Services believes its copyright, trademark or other property rights have been infringed by a posting on this Site, you or the user should send a DMCA Takedown Notice to our Designated Agent (as identified below) immediately. To be effective, the DMCA Takedown Notice must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Designated Agent for Claimed Infringement:

Contact: Martin Lanik, PhD

Address: PO Box 18576, Denver, CO 80218

Phone: (800) 423-8295

Email: [infringement@pinsight.com](mailto:infringement@pinsight.com)

You acknowledge and agree that upon receipt of a valid DMCA Takedown Notice, we may immediately remove the identified materials from our Site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

## Disclaimer of Warranties

THE SERVICES ARE PROVIDED FOR INFORMATIONAL, EDUCATIONAL, OR ENTERTAINMENT PURPOSES. EXCEPT AS PROVIDED HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE"

BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY SERVICES PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY CONTENT THROUGH THIS SITE IS DONE AT YOUR OWN RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through your use of the Site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any merchandise or services offered by any party other than Pinsight, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance, and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and you.

Content available through this Site often represents the opinions and judgments of an information provider, Site user, or other person or entity not connected with us. We do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized Pinsight® LLC spokesperson speaking in his/her official capacity, and reliance on such information is at your sole risk.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **Limitation of Liability**

IN NO EVENT SHALL PINSIGHT OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, PROCUREMENT OF SUBSTITUTE GOODS, OR BUSINESS INTERRUPTION, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY.

PINSIGHT'S AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS AND THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$200. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, PINSIGHT'S AND ITS AFFILIATES' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING

OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED EXCEPT IN THE CASE OF CLAIMS FOR WHICH THE APPLICABLE STATUTE OF LIMITATIONS MAY NOT BE SHORTENED BY CONTRACT, AS DETERMINED BY THE GOVERNING LAW PROVIDING FOR SUCH CLAIM.

## Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## Feedback

If you provide use with any feedback or suggestions regarding the Site or service ("Feedback"), you hereby assign to us all rights in such Feedback and agree that we shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

## International Use

This Site is targeted towards users located in the United States. Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this Site is void where prohibited.

If you are located outside of the United States, by using the Site or submitting any personal information (as described in the [Privacy Policy](#)) to us, you expressly consent to the transfer, processing and storage of your personal information in the United States, a jurisdiction in which the privacy laws may not be as comprehensive as those in the country where you reside.

## Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive, or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the Services



immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this Site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension, or any other actions taken by us in connection with such termination or suspension.

## Governing Law

The laws of the State of Colorado, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Site and the Services. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue any court of competent jurisdiction within the State of Colorado with respect to such matters.

## Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [dpo@pinsight.com](mailto:dpo@pinsight.com), if by email, or at Pinsight® LLC, PO Box 18576, Denver, CO 80218 if by conventional mail. Notices to you may be sent to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the Site to inform you of changes to the Site or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending. Our telephone number is (800) 423-8295. If you notice that any user is violating these Terms of Use, please contact us at [dpo@pinsight.com](mailto:dpo@pinsight.com).

## Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

## Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorney's fees. Any cause of action brought by you against us, or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred. You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may free assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

Copyright © 2024 Pinsight® LLC. All Rights Reserved.