



CORPORATE POLICY

Terms of Use

Last Revised: August 11, 2026

Global Assessor Pool LLC, d/b/a Pinsight®

User's Acknowledgment and Acceptance of Terms

Global Assessor Pool LLC, d/b/a Pinsight® ("Pinsight", "us", "our" or "we") provides the websites at app.pinsight.com, pinsight.com and various related services (collectively, the "Site") to you, the user of the Site, ("you" or "your") subject to your compliance with all the terms, conditions, and notices contained or referenced herein (these "Terms of Use" or these "Terms"), as well as any other written agreement between us and you. In addition, when using particular Services (as defined in these Terms, below) or materials on this Site, you 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 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.

WITH LIMITED EXCEPTIONS, ALL DISPUTES BETWEEN YOU AND US REGARDING THESE TERMS OF USE ARE SUBJECT TO BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS, INCLUDING CLASS ACTION LAWSUITS, IN COURTS AND ONLY SPECIFIC REMEDIES ARE AVAILABLE TO YOU. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL. PLEASE READ THE ARBITRATION AGREEMENT IN THESE TERMS OF USE, BELOW AS IT AFFECTS YOUR RIGHTS UNDER THESE TERMS OF USE.

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 such changes to these Terms.

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").

Account Information 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 ("Account Information") and maintaining and updating your Account Information as required. By registering, you agree that all information provided in the Account Information 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 Account Information, 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 or other Content (as defined below) 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 (including, without limitation, any of Your 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 the "Unauthorized Use of Materials" Section of these Terms 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, the Services 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 our Site and/or Third Party Sites (as defined below) or other locations, 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.

You acknowledge and agree that 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. You acknowledge that 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 Third Party 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 relevant third party(ies) by us, or any warranty of any kind, whether 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 (including, without limitation, the Services) that can be viewed or accessed by users on the 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 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 the 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.

Without limiting the generality of the foregoing, subject to your compliance with these Terms of Use, Pinsight will permit you to access and use the Site solely for lawful purposes and only in accordance with the terms of these Terms of Use. You are solely responsible for obtaining and maintaining all equipment, facilities, and connectivity required to access or use the Site, in each case as necessary to meet your operational and business requirements based on your particular circumstances. Unless otherwise noted on the Site, all Content available through the Site ("Site Content") is owned by Pinsight and Pinsight's other third party providers. All Site Content is provided for informational purposes only and you are solely responsible for verifying the accuracy, completeness, and applicability of all Site

Content and for your use of any Site Content. Subject to your compliance with these Terms of Use, you may access the Site Content solely for your own personal and noncommercial purposes in connection with your use of the Site. You will not, and will not permit any third party to: (a) alter, modify, reproduce, or create derivative works of any Site Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any Site Content; or (c) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Site Content. Certain Content may include or be based on data, information or content from other Site users and/or other third party Content providers ("Third Party Content"). Pinsight has not verified the accuracy of, and will not be responsible for any errors or omissions in, any Content provided through the Site, including, without limitation, any Third Party Content. Without limiting the foregoing, Pinsight will not be held liable to you or any other third party for any Third Party Content or other Content, including, but not limited to, under the Communications Decency Act or CDA, 47 U.S.C. § 230. Except as set forth in these Terms of Use, you are granted no licenses or rights in or to any Third Party Content or other Content, or any intellectual property rights therein or related thereto. If you would like to use the Third Party Content or any other Content in a manner not permitted by these Terms of Use, please contact Pinsight.

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have all right, title, interest and consent in Your Content necessary to allow Pinsight to Use Your Content as set forth in the rights and licenses you grant to Pinsight under these Terms.

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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 the 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: 2301 Blake St.

Denver, CO 80205

Phone: (800) 423-8295

Email: info@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 ONLY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER 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, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PINSIGHT MAKES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE 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 OR THE SITE WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY SERVICES PURCHASED OR OBTAINED BY YOU FROM THE SITE, FROM US, OR FROM 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 opportunity 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 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, ANY LOSS OF YOUR

CONTENT, 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 written request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys' fees, that arise from your use or misuse of this Site (including, without limitation, any of Your Content). 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 we deem 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 Pinsight and you 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.

Arbitration Agreement

Please read this section of these Terms (the “Arbitration Agreement”) carefully. It is part of your contract with Pinsight and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Pinsight agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services, any communications you receive, any products sold or distributed

through the Services or these Terms and prior versions of these Terms, including claims and disputes that arose between you and us before the effective date of these Terms (each, a “Dispute”) will be resolved by binding arbitration, rather than in court, except that: (a) you and Pinsight may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (b) you or Pinsight may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of these Terms as well as claims that may arise after the termination of these Terms.

Informal Dispute Resolution. There might be instances when a Dispute arises between you and Pinsight. If that occurs, Pinsight is committed to working with you to reach a reasonable resolution. You and Pinsight agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome (“Informal Dispute Resolution”). You and Pinsight therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“Notice”), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Pinsight that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to info@pinsight.com or regular mail to our offices located at 2301 Blake St., Denver, CO 80205, United States. The Notice must include: (a) your name, telephone number, mailing address, e-mail address associated with your Account (if you have one); (b) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (c) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal

communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

Waiver of Jury Trial. YOU AND PINSIGHT HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Pinsight are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the Applicability of Arbitration Agreement paragraph, above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class and Other Non-Individualized Relief. YOU AND PINSIGHT AGREE THAT, EXCEPT AS SPECIFIED IN THE "BATCH ARBITRATION" PARAGRAPH, BELOW, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the Batch Arbitration paragraph, below. Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this paragraph are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Pinsight agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Colorado. All other Disputes shall be arbitrated or litigated in small claims court. This section does not prevent you or Pinsight from participating in a class-wide settlement of claims.

Rules and Forum. These Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution process described

above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Pinsight agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“AAA”), in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Request”). The Request must include: (a) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable Account; (b) a statement of the legal claims being asserted and the factual bases of those claims; (c) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States dollars; (d) a statement certifying completion of the Informal Dispute Resolution process as described above; and (e) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (i) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Pinsight otherwise agree, or the Batch Arbitration process discussed in the Batch Arbitration paragraph, below, is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely set forth in the applicable AAA Rules.

You and Pinsight agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys,

accountants, or business advisors, and shall be subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the State of Colorado and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under the Batch Arbitration paragraph, below, is triggered, the AAA will appoint the arbitrator for each batch.

Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (a) all Disputes arising out of or relating to the Waiver of Class and Other Non-Individualized Relief paragraph, below, including any claim that all or part of the Waiver of Class and Other Non-Individualized Relief paragraph, below, is unenforceable, illegal, void or voidable, or that such Waiver of Class and Other Non-Individualized Relief paragraph has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (b) except as expressly contemplated in the Batch Arbitration paragraph, below, all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (c) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (d) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the Batch Arbitration paragraph, below. The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Pinsight need to invoke the authority of a court of

competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Pinsight agree that in the event that there are one-hundred (100) or more individual Requests of a substantially similar nature filed against Pinsight by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (a) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (b) appoint one arbitrator for each batch; and (c) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Pinsight.

You and Pinsight agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (i) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (ii) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: info@pinsight.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address associated with your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

Invalidity, Expiration. Except as provided in the Waiver of Class and Other Non-Individualized Relief paragraph of this Arbitration Agreement, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Pinsight as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if Pinsight makes any future material change to this Arbitration Agreement, we will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Pinsight at info@pinsight.com, your continued use of the Services, including the acceptance of products and services offered on the Services following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any communications you receive, any products sold or distributed through the Services or these Terms, the provisions of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. Pinsight will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

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 info@pinsight.com, if by email, or at Pinsight®, 2301 Blake St., Denver, CO 80205 if by conventional mail. Notices to you may be sent to the address supplied by you as part of your Account Information. 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 posting. Our telephone number is (800) 423-8295. If you notice that any user is violating these Terms of Use, please contact us at info@pinsight.com.

Entire Agreement

These Terms of Use constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect to such 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 these Terms of Use 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 attorneys' 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 freely 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.

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