

## **TERMS OF SERVICE**

### **1. ACCEPTANCE OF TERMS**

Culture Index LLC provides its service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <https://www.cultureindex.com/users/tos.pdf>.

### **2. DESCRIPTION OF SERVICE**

Culture Index LLC offers the service of processing personality profiles for the purpose of improving hiring and management practices. In addition, we provide training and consultation in the use of the profiles (CIs). Other services include hiring workshops (C-Hire), a Job Assessment Tool (C-Job) which is meant to help match position to applicant profiles and a hiring system (C-Filter).

### **3. YOUR REGISTRATION OBLIGATIONS**

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Culture Index LLC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Culture Index LLC has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). If you suspend regular payment on your account, Culture Index LLC reserves the right to terminate your account.

### **4. MEMBER ACCOUNT, PASSWORD AND SECURITY**

You will receive an account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Culture Index LLC of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Culture Index LLC cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.

### **5. MEMBER CONDUCT**

You understand that all information, data, text, graphics, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole possession of Culture Index LLC. Under no circumstances will Culture Index LLC be liable in any way for any falsified survey content including, but not limited to, any errors or omissions in any Culture Index profile. You agree to not use the Service to:

a. create any Content that is willfully inaccurate or racially, ethnically or otherwise objectionable;

b. impersonate any person or entity, including, but not limited to, a Culture Index LLC official, or falsely state or otherwise misrepresent your affiliation with a person or entity;

c. email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

d. email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

e. email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

f. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

g. intentionally or unintentionally violate any applicable local, state, national or international law;

h. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

i. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through i above.

You acknowledge that Culture Index LLC shall have the right in their sole discretion to remove any Content that is available via the Service. Without limiting the foregoing, Culture Index LLC and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You acknowledge, consent and agree that Culture Index LLC may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Culture Index LLC, its users and the public. You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Culture Index LLC and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials

provided on the Service, in whole or in part, is strictly prohibited. "Publicly accessible" areas of the Service are those areas of the Culture Index LLC network of properties that are intended by Culture Index LLC to be available to the general public.

#### **7. CONTRIBUTIONS TO Culture Index LLC**

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Culture Index LLC through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Culture Index LLC is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Culture Index LLC shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Culture Index LLC may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Culture Index LLC without any obligation of Culture Index LLC to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Culture Index LLC under any circumstances.

#### **8. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

#### **9. MODIFICATIONS TO SERVICE**

Culture Index LLC reserves the right at any time and from time to time to modify temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Culture Index LLC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### **10. TERMINATION**

You agree that Culture Index LLC may, under certain circumstances and without prior notice, immediately terminate your Culture Index LLC account, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) overdue payment, (g) engagement by you in fraudulent or illegal activities. Termination of your Culture Index LLC account includes (a) removal of access to all offerings within the Service, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof). Further, you agree that all terminations for cause shall be made in Culture Index LLC's sole discretion and that Culture Index LLC shall not be liable to you or any third party for any termination of your account, or access to the Service.

#### **11. LIMITATION OF LIABILITY**

You expressly understand and agree that Culture Index LLC and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Culture Index LLC has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.